



## INVITATION TO BID

<b>BID NUMBER:</b>	<b>EKZNW 13/2024/25</b>
<b>DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:</b>	<b>ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK-EZEMVELO KZN WILDLIFE</b>
<b>REQUIRED CIDB GRADING:</b>	It is estimated that tenderers should have a CIDB contractor grading of <b>4GB or higher</b> .
<b>COMPULSORY SITES BRIEFING SESSIONS DATE &amp; ADDRESS:</b>	<p>Date: <b>10 April 2025</b>  Time: <b>11:00am</b>  Venue: <b>Royal Natal National Park, D 191, Off R 74, Mazizini, Bergville, 3350</b></p> <p>Note1: <b>Bidders are to ensure that they have signed in at the gate and park inside before the time above. An Ezemvelo Official will then lead the convoy to the site.</b></p> <p>Note 2: <b>Bidders are to download and bring completed printed documents with them to site so that the “OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE” (page 5) can be signed and stamped on site.</b></p>
<b>CLOSING DATE AND TIME:</b>	<b>30 April 2025 11:00am</b>
<b>BID VALIDITY PERIOD:</b>	180 calendar days (commencing from the Closing Date)
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p>Ezemvelo KZN Wildlife, Head Office  Queen Elizabeth Park  No. 1 Peter Brown Drive  Montrose, Pietermaritzburg  3202</p> <p><b>NB: Bidders must submit both hard copies and electronic documents in the form of a USB.</b></p>

<b>NAME OF BIDDER:</b>	
<b>CRS Nr (CIDB):</b>	
<b>BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:</b>	<b>R</b>
<b>BIDDERS SIGNATURE:</b>	

## TABLE OF CONTENT

<b>PART A</b>		<b>Page No:</b>
	Special instructions and notices to bidders regarding the completion of bidding forms	3
	Registration on the Central Suppliers Database	4
	Site Inspection Certificate	5
	Authority to sign a bid	6
	<b>SBD 1:</b> Invitation to Bid	7-8
	<b>SBD 4:</b> Bidder's disclosure	9-10
	<b>SBD 6.1:</b> Preference points claim form in terms of the preferential procurement regulations 2022	11-14
	Special conditions of Contract	15-17
<b>PART B</b>		
	B1.4 Pre-construction Health and Safety specification	20 - 33
	B1.5 Contractor's Health and Safety declaration	34 - 38
	B1.6 Reserve rules for contractors	39 - 40
	B1.7 Environmental Management Plan (Emp)	41 - 45
<b>PART C</b>	<b>AGREEMENT AND CONTRACT DATA</b>	
	C1.1 Form of Offer	46 - 49
	C1.2 Contract Data	50 - 65
	C1.3 Form of Guarantee	66 - 70
<b>PART D</b>	<b>PRICING DATA</b>	
	D2.1 Pricing Instructions	71 - 74
	D2.2 Preliminaries	75 - 119
	D2.3 Bills of Quantities	120 - 136
	D2.4 Final Summary	137 - 138
<b>PART E</b>	<b>SCOPE OF WORKS</b>	
	E3.1 Scope of Works	139 - 141
<b>PART F</b>	<b>SITE INFORMATION</b>	
	F4.1 Site Information	142 - 144

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

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

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

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

Number.....

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

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

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

**DATE:** .....

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved: \_\_\_\_\_

**BID No: EKNZW 13/2024/25**

**ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK-EZEMVELO KZN WILDLIFE**

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

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

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

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

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

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

**Official stamp with signature**

## AUTHORITY TO SIGN A BID

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

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

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

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

acting in the capacity of.....

whose signature is.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

- 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.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE</b>					
BID NUMBER:	EKZNW 13/2024/25	CLOSING DATE:	30 APRIL 2025	CLOSING TIME:	11:00
DESCRIPTION	ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK-EZEMVELO KZN WILDLIFE				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:</b>					
Ezemvelo KZN Wildlife, Head Office					
Queen Elizabeth Park					
No. 1 Peter Brown Drive, Montrose					
Pietermaritzburg, 3202					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sthabiso Sithole		CONTACT PERSON	Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sthabiso.Sithole@kznwildlife.com">Sthabiso.Sithole@kznwildlife.com</a>		E-MAIL ADDRESS	<a href="mailto:mazibukb@kznwildlife.com">mazibukb@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]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<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, 2017, 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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:  
.....  
.....  
.....  
.....

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

### 3 DECLARATION

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

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

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

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

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

---

<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.

## PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	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	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people	15		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
Geographical Location (Enterprises located in uThukela District).	5		Proof of business address in a form of, utility bill / letter from the ward councilor / lease agreement.

#### **DECLARATION WITH REGARD TO COMPANY/SPV**

2.1 Name of company/SPV.....

2.2 Company registration number: .....

#### **2.3 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

.....	
<b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION**

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

### **2. BACKGROUND**

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

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

### **3. PURPOSE**

The purpose of this bid is to invite prospective bidders to submit a request for Roof upgrades and associated building works phase two at Thendele camp, Royal Natal National Park-Ezemvelo KZN Wildlife.

### **4. BID PUBLICATION AND VALIDITY PERIOD**

It is the responsibility of the bidder to keep tracking any information updates on the original tender adverts (e-Tenders Portal) throughout bidding process (advert till award stage). The tender proposal must remain valid for the period of one hundred and eighty (**180**) calendar days after closing date.

### **5. CONTRACT PERIOD**

The duration of the contract will be for a period of 8 months.

### **6. SPECIFICATIONS/SCOPE OF WORK**

Bidders are to study the Bills of Quantities, general and project-specific specifications, drawings, and all other information issued with this Bid Document to acquaint themselves fully with the scope of works required, as well as the timelines and project limitations that will need to be included in their planning of and therefore pricing of the works. Further to the above, Bidders are urged to visit the site to determine site-specific limitations, requirements etc. that will affect the works and that may or may not be explicitly stated within this Bid Document. All site conditions, except those that are latent will be deemed to have been taken cognizance of in the pricing data.

## 7. PRICING

The offered total of the prices should be inclusive of Value Added Tax (VAT). The Bidders pricing is to remain firm for **180 days** from the closing date of this tender; Ezemvelo KZN Wildlife reserves the right to negotiate with the recommended bidder prior to signing of the contract.

## 8. DELIVERABLE CONDITIONS

- The successful bidder is required to appoint a registered structural engineer who will be responsible for inspecting, specifying materials, and approving all structural roof components of the roof upgrade.
- The successful bidder is expected to ensure that the installation of the Harvey Tile is executed by an installer who is trained and has contactable references for previous work. The installer will be required to provide a 5-year workmanship guarantee on the installed Harvey tile roofs.

## 9. EVALUATION STAGES

The bid shall be evaluated in four (4) phases, the details of the evaluation stages are outlined below:

### **Phase 1: Administrative Compliance:**

- The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
- The bidder has made the necessary disclosures on SBD4.
- The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, and signed. All signatures must be original.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- Attendance of compulsory briefing meeting.



## Phase 2: Mandatory Requirements

### a. CIDB registration

Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a class of 4 GB or Higher construction works are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- i. every member of the joint venture is registered with the CIDB;
  - ii. the lead partner has a contractor grading designation in the **4 GB or Higher** class of construction works; and
  - iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4 GB or Higher** class of construction works or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- b. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).

## Phase 3: Functionality Evaluation

The Bid functionality will be evaluated out of 100 points by using the following points weight categories. All Bids that scored below the **60 points** will be eliminated and not considered for further evaluation.

	Evaluation Criteria	Deliverables	Points	Sub-Points		Sub-Criteria
1.	<b>Competency, Experience and Resource Capacity</b>		<b>50 Points</b>			
	Tenderer to demonstrate their competency and capacity to undertake the project	Provide three (3) or more construction projects involving building works/engineering, each valued at R1 000 000.00 or more, completed within the last five (5) years. (from 2020 to present) Projects must be supported by a set of the following documents. 1. Signed letters of appointment or purchase orders for each project. 2. Completion certificates signed by the client or awarding institution.  N.B Please ensure that the signed letters of appointment or purchase order and the completion certificates are for the same project.	40	40	Sub-points	3 Projects with a set of documents
				30	Sub-points	2 Projects with a set of documents
				10	Sub-points	1 Project with a set of documents
				0	Sub-points	0 Projects with a set of documents
		Reference letters from the awarding institution	10	10	Sub-points	3 letters

		or client for all the submitted projects stating the tenderers workmanship, technical skills, time/programme management.		5	Sub-points	2 letters
				2	Sub-points	1 letter
				0	Sub-points	0 letters
2.	<b>Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project</b>		<b>50 Points</b>			
	Demonstration of the tenderer's human resource capacity and technical competency for the project - Contracts Manager/Project manager - Safety officer	Contracts Manager/Project Manager	25	10	Sub-points	NQF level 6 or higher qualification in the built environment/engineering
		• Relevant qualification		15	Sub-points	5 years = 15 points
		• Working experience 1-5 years				3-4 years =10 points
						1-2 years =5 points
						0 years =0 points
	Proposed project team and have a curriculum vitae (CV) with copies of qualification, for each project team member; demonstrating extensive experience in projects in the Built environment/engineering	Safety Officer	25	10	Sub-points	NQF level 5 or higher qualification in the built environment
		• Relevant qualification		15	Sub-points	5 years = 15 points
		• Working experience 1-5 years				3-4 years =10 points
						1-2 years =5 points
						0 years =0 points
<b>TOTAL POINTS</b>			<b>100</b>			

#### Phase 4: Price and preference

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

POINTS FOR PRICE	SPECIFIC GOAL
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:  Ps = Points scored for price of tender under consideration  Pt = Price of tender under consideration  Pmin = Price of lowest acceptable tender</p>	<p>1. At least 51% Black owned enterprise.  Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.</p> <p>2. Geographical Location: Province of KwaZulu-Natal.  Proof of business address must be submitted in a form of the following, utility bill / letter from the ward councilor / lease agreement.</p>

#### 10. TENDER SUBMISSION

Bids must be submitted in both hard copies and electronic documents in the form of a USB. Bids must be deposited in the bid box, EZEMVELO KZN WILDLIFE, Queen Elizabeth Park, 01 Peter Brown Drive, Montrose, Pietermaritzburg, 3202 by envelopes clearly marked **“EKZNW 13/2024/25: Roof upgrades and associated building works phase two at Thendele camp, Royal Natal National Park-Ezemvelo KZN Wildlife.**

## 11.CAPACITY OF THE BIDDER

Bid description	<b>Roof upgrades and associated building works phase two at Thendele camp, Royal Natal National Park-Ezemvelo KZN Wildlife.</b>
Bid number	<b>EKZNW 13/2024/25</b>
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars. Failure to furnish the particulars may result in the Bid being disregarded.) 1. List of projects completed 2. Contact/Project Manager and Safety Officer to be, or are, employed for this project:	

### 1. LIST OF PROJECTS:

Provide three (3) or more construction projects involving building works/engineering, each valued at R1 000 000.00 or more, completed within the last five (5) years (from 2020 to present).

No.	Name of the Institution.	Project Description.	Contact Person.	Project Value.	Contract Period.
1.					
2.					
3.					

### 2. KEY PERSONNAL:

Demonstration of the tenderer's human resource capacity and technical competency for the project

No. of Resources	Key Personnel	Name and Surname	Name of Qualification	Years of Experience
1	Contract Manager/ Project Manager			
2	Safety Officer.			

**The undersigned, who warrants that she/ he is duly authorized to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Enterprise Name:** .....

# PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

## TABLE OF CONTENTS

### 1. Introduction and Background

- 1.1 Background to the Pre-construction Health and Safety Specification
- 1.2 Purpose of the Pre-construction Health and Safety Specification
- 1.3 Implementation of the Pre-construction Health and Safety Specification

### 2. Pre-construction Health and Safety Specification

- 2.1 Scope
- 2.2 Interpretation
  - 2.2.1 Application
  - 2.2.2 Definitions
- 2.3 Minimum Administrative Requirements
  - 2.3.1 Notification of Intention to Commence Construction Work
  - 2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
  - 2.3.3 Competency for Contractor's Responsible Persons
  - 2.3.4 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
  - 2.3.5 Occupational Health and Safety Policy
  - 2.3.6 Health and Safety Organogram
  - 2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
  - 2.3.8 Health and Safety Representative(s)
  - 2.3.9 Health and Safety Committee(s)
  - 2.3.10 Health and Safety Training
    - 2.3.10.1 Induction
    - 2.3.10.2 Awareness
    - 2.3.10.3 Competency

- 2.3.11 General Record Keeping
- 2.3.12 Health & Safety Audits, Monitoring and Reporting
- 2.3.13 Emergency Procedures
- 2.3.14 First Aid Box and First Aid Equipment
- 2.3.15 Accident / Incident Reporting and Investigation
- 2.3.16 Hazards and Potential Situations
- 2.3.17 Personal Protection Equipment and Clothing
- 2.3.18 Occupational Health and Safety Signage
- 2.3.19 Permits
- 2.3.20 Sub-contractors
- 2.3.21 Incentives and Penalties
- 2.4 Physical Requirements
  - 2.4.1 Demolition Work
  - 2.4.2 Excavations, Shoring, Dewatering or Drainage
  - 2.4.3 Edge Protection and Penetrations
  - 2.4.4 Explosives and Blasting
  - 2.4.5 Piling
  - 2.4.6 Stacking of Materials
  - 2.4.7 Speed Restrictions and Protection
  - 2.4.8 Hazardous Chemical Substances (HCS)
  - 2.4.9 Asbestos
- 2.5 Plant and Machinery
  - 2.5.1 Construction Plant
  - 2.5.2 Vessels under Pressure (Gas bottles including Operations)
  - 2.5.3 Fire Extinguishers and Fire Fighting Equipment
  - 2.5.4 Hired Plant and Machinery
  - 2.5.5 Scaffolding / Working on Heights
  - 2.5.6 Falsework for Structures
  - 2.5.7 Lifting Machine and Tackle

- 2.5.8 Ladders and Ladder work
- 2.5.9 General Machinery
- 2.5.10 Portable Electrical Tools / Explosive Power Tools
- 2.5.11 High Voltage Electrical Equipment (Not maintained by CDC)
- 2.5.12 Public Health and Safety
- 2.5.13 Night Work
- 2.5.14 Facilities for Safekeeping and Eating Areas (Mess Area) for workers
- 2.5.15 Transport of Workers
- 2.6 Occupational Health
  - 2.6.1 Occupational Hygiene
  - 2.6.2 Welfare Facilities
  - 2.6.3 Alcohol and Other Drugs
- 3. **Annexure A**  
Task Completion Form
- 4. **Annexure B**  
Principal Contractor's Responsible Persons
- 5. **Annexure C**  
Other Requirements
- 6. **Annexure D**  
Initial Hazard Identification and Risk Assessment
- 7. **Annexure E**  
Acknowledgement of Receipt of Document

# **1. INTRODUCTION AND BACKGROUND**

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

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

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

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

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

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

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

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

## **2.1 Scope**

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

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

## **2.2 Interpretations**

### **2.2.1 Application**

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

### **2.2.2 Definitions**

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

## **2.3 Minimum Administrative Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **2.3.10.1 Induction**

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

#### **2.3.10.2 Awareness**

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

#### **2.3.10.3 Competency**

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

### **2.3.11 General Record Keeping**

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

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

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

### **2.3.13 Emergency Procedures**

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

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

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

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

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

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

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

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

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

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

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

- Lost or stolen;
- Worn out or damaged.

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

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

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

### **2.3.19 Permits**

Permits may include the following:

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

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

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

### **2.3.21 Incentives and Penalties**

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

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

## **2.4**

### **2.5 Physical Requirements**

#### **2.4.1 Demolition Work**

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

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

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

The Contractor shall make sure that:

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

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

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

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

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

#### **2.4.5 Piling**

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

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

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

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

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

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

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

#### **2.4.9 Asbestos**

Not applicable

### **2.5 Plant and Machinery**

#### **2.5.1 Construction Plant**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22). There

must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

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

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

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

### **2.5.9 General Machinery**

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

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

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

The Contractor shall consider the following:

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

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

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

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

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

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

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

#### **2.5.13 Night Work**

Report any Unethical Activity Without Fear of Victimization – Whistle Blow **0800 701 701** anytime

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

#### **2.5.14 Transport of Workers**

The Principal Contractor and other Contractors shall not:

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

### **2.6 Occupational Health**

#### **2.6.1 Occupational Hygiene**

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

#### **2.6.2 Welfare Facilities**

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

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

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

## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

### ANNEXURE A

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

HSS Item No.	Requirement	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

### ANNEXURE B

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

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

		<ul style="list-style-type: none"> <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

### ANNEXURE C

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

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents / accidents and investigations</li> <li>• Non conformances by employees &amp; contractors</li> <li>• Internal &amp; External H&amp;S audit reports</li> </ul>	



Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slides</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: .....  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

# EZEMVELO KZN WILDLIFE CONTRACTOR STANDING ORDERS

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

TO: .....

FROM: Project Manager

DATE: .....

Tender / Quotation Number: .....

## **1. FAUNA AND FLORA**

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

## **2. FIRE**

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

## **3. LITTER**

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

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

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

## **5. TOOLS AND EQUIPMENT**

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

## **6. ALCOHOL AND DRUGS**

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

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

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

## **8. RESORTS AND VISITORS**

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

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

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

## **10. DISHONESTY**

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

## **11. AREA OF OPERATION**

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

## **12. GENERAL**

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

**13. DECLARATION.**

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

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

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

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

**Signature:** .....

**Date:** .....

**Witness:** .....

**Project Manager**

# RESERVE RULES FOR CONTRACTORS

1. No person may leave or enter the Protected Area after set Gate closing hours without authorisation from the Officer in Charge or responsible Park Manager (OIC) of the Protected Area. The Gate opening and closing times may be seasonal and must be strictly adhered to.
2. No person may enter or exit the Protected Area except through an agreed designated point but, irrespective of whether or not a designated point is used the person will be bound by these Rules.
3. Should the Contractor wish to enter the Protected Area for business purposes after hours, this must be pre-arranged with the OIC of the Protected Area and the necessary authority obtained in advance. There shall be no after-hours access for private purposes.
4. Night driving in the Protected Area is prohibited unless on official business with appropriate prior authority from the OIC of the Protected Area.
5. No vehicle may leave the designated roads without the express permission of the OIC of the Protected Area.
6. Access to the Protected Area and construction sites within the Protected Area shall be by official work vehicles. No children shall be permitted entry to the construction areas.
7. All construction related activities must be conducted in accordance with the Reserve Rules, applicable legislation and the care due to a Protected Area.
8. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access). The lead contractor will be held responsible for subcontractors and their staff, although this does not prevent legal action being taken directly against the perpetrators.
9. Staff and subcontractors may be refused entrance from the Protected Area should they fail to comply with the EMPR, Reserve Rules or relevant legislation.
10. The principle of Minimum Tools applies within Protected Areas, both during construction work and rehabilitation work. Essentially this requires that the tools used are those that have the least impact on the environment. The contractor must designate a list of materials and tools/equipment/machinery/vehicles to Ezemvelo prior to starting work on site.
11. It must be clearly understood that the National Road Traffic Act applies to the Protected Area roads and will be enforced where necessary, in particular:
  - 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.



# GENERIC CONSTRUCTION PHASE ENVIRONMENTAL MANAGEMENT PLAN (EMP)

## 1. PRINCIPLES

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

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

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

## 2. SITE PROTECTION MEASURES

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

### 2.1 General

a. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access. The lead contractor will be held responsible for subcontractors and their staff. Staff and subcontractors may be refused entrance from the protected area should they fail to comply with the EMP, Reserve Rules or relevant legislation.

- b. Open fires for heating and cooking shall only be permitted by agreement with Reserve and Camp Management, and only in designated areas at the staff accommodation. Fires are not permitted on the site.

- c. Areas disturbed by construction activities must be minimised. This will in turn reduce many of the construction related environmental impacts of the project and will also reduce rehabilitation requirements and costs.
- d. Contractors and construction staff may in no way interfere with visitors to the protected area. All interactions with visitors should be through the reserve management staff. Visitors shall likewise not be permitted to enter the construction site without permission and suitable signage must be in place.
- e. All relevant safety precautions must be taken and emergency plans put in place to prevent damage or injury to humans and animals due to construction or related activities or structures.
- f. Construction programming and methods should be designed to minimise construction impacts on the surrounding environment.

## 2.2 Site Establishment

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

## 2.3 Vegetation and Animals

- a. Contractors and construction staff may in no way interfere with the natural vegetation, animals or surroundings. Any components of the natural environment that may be disturbed for construction related purposes must be specified and agreed to by reserve management or the regional ecologist.
- b. Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be

permitted unless specifically authorised by the Reserve Management and Regional Ecologist. All cut vegetation shall be removed to the local landfill sites designated by the Regional Ecologist and Reserve Management. Smaller, thorny material may be kept and used for brush packing and rehabilitation if appropriate.

- c. Plants within the designated development area shall only be moved or removed as authorised by the Regional Ecologist and these should be set out in a schedule for reference. Any shrubs or trees of significant size shall be protected and permission obtained to cut or remove these as above. Ideally these should also be marked with danger-tape.
- d. Removal, damage or disturbance of any plant outside the designated area is not permitted. Gathering of firewood shall not be permitted.
- e. An alien plant control programme shall be put in place from the start of construction and all alien plants removed immediately. This must be a regular and managed programme until such time as natural vegetation has reclaimed previously disturbed areas. Alien plants should not be allowed to become established and build up a seed-bank in the soil, which will lead to more costly and longer term alien plant control programmes being required for the development.
- f. Animals resident within or moving through the designated area shall not be killed nor unnecessarily disturbed. Should contractors or construction staff notice any sensitive species on site, Reserve Management or the Regional Ecologist should be alerted and the appropriate action as advised by these specialists, taken.

## **2.4 Soils**

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

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

- a. All wastes (including pollutants, spills and spoil) arising from construction or related activities are to be handled, stored, transported and disposed of in accordance with the relevant regulations. All efforts should be made to minimise, reclaim or recycle waste materials and no construction wastes may remain on site at the end of the contract period.
- b. Only a single day's fuel requirements may be stored on the site at any time, with appropriate safety precautions. These shall be stored in a designated area with adequate pollution prevention and control measures (hardened surface area and bunding). Exceptions must be with the Reserve Manager's permission.
- c. No waste of a solid, liquid or gaseous nature shall be allowed to pollute the site or the surrounding environment.

- d. All waste emissions (hazardous, airborne, liquid and solid) from the construction site and related activities shall be kept within the limits of standards set in terms of the relevant national and local pollution legislation and regulations.
- e. Accidental pollution or spillage incidents shall be reported to the Regional Ecologist and Reserve Management immediately they occur and shall be cleaned up (to the satisfaction of the Regional Ecologist) by Technical Services staff. Expert help or advice may be requested from Reserve Management or the Regional Ecologist. Spills of over 200 litres shall be reported to the environmental authorities.
- f. Machinery shall be maintained so that excessive oil and fuel smoke is avoided. This is in the interests of the long term care of such machinery as well. Any item of machinery that breaks down must be removed to a suitable workshop for repairs and no drainage of lubricants or fuels shall be allowed on the construction site.
- g. Vehicle and plant maintenance shall only take place off-site and in areas demarcated for that purpose. Should any fuel, oil, transmission or hydraulic fluid be spilled onto the soils on the construction site, this soil should be scraped up and placed in a suitable, non-permeable waste disposal container, provided for that purpose. The Regional Ecologist must be informed immediately and any additional steps to limit the impacts of the spill and protect the natural environment that are advised by him/her must be followed.
- h. All reasonable measures shall be taken to reduce air emissions in the form of dust, smoke and noxious gases. These measures may include the dampening of road surfaces to reduce vehicular dust.
- i. Contractors and construction staff shall not be permitted to use any stream, river, wetland or other naturally occurring water body or source adjacent to or within the designated area for the purposes of bathing, washing of clothes, vehicles, the disposal of any type of waste, nor any construction related activities.
- j. All truck washing and washing of cement mixing and transporting vehicles and other equipment shall take place away from the site and watercourses. This polluted water must be collected and directed through oil traps to settlement ponds. Wastewater on the construction site may not be disposed of directly into drainage lines, streams, rivers, or onto the soils and no polluted water shall be allowed to enter the natural environment without adequate treatment to purify it to an acceptable standard as directed by the Department of Water Affairs. Any polluted water or cement sediments shall be collected and disposed of as instructed by the Regional Ecologist and Reserve Management.
- k. Refuse shall be collected and stored in demarcated areas, skips or suitable bins. Waste disposal containers shall be placed at convenient locations throughout the site. The containers must be designed to prevent refuse being blown out by the wind and must be scavenger-proof. All food wastes should be removed from the site on a daily basis.
- l. All potentially hazardous waste generated at the site shall be removed and disposed of by qualified Technical staff, in a manner approved by the Regional Ecologist and Reserve Management.
- m. Appropriate directional and intensity settings aimed at minimising noise emitted from the construction site should be maintained on hooters and sirens, while adhering to safety standards. Silencer units on plant and vehicles shall be maintained in good working order.
- n. Contractors and construction staff shall not unnecessarily make other noise (such as radios).

## **2.6 Reinstatement and Rehabilitation**

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

## **2.7 Monitoring and Auditing**

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

## **PART C: AGREEMENT AND CONTRACT DATA**

## **C1.1 FORM OF OFFER**

## FORM OF OFFER AND ACCEPTANCE

Agreement

### **OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### **ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK- EZEMVELO KZN WILDLIFE**

The Bidder, 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 and complies fully with the requirements of Clause F.3.13 in the Bid Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

#### **THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

OR

Company or Close Corporation:	Natural Person or Partnership:
And: Whose Registration Number is:	Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:	Whose Income Tax Reference Number is/are:

#### **AND WHO IS** (if applicable):

Trading under the name and style of:
--------------------------------------

#### **AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:	<b>Note:</b>
Mr/Mrs/Ms:	<b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
In his/her capacity as:	

#### **SIGNED FOR THE BIDDER:**

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>

#### **WITNESSED BY:**

<b>Name of authorised representative</b>	<b>Signature</b>	<b>Date</b>



## **ACCEPTANCE (For Official use only)**

**Bid no: EKZNW 13/2024/25**

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 1	Agreement and Contract Data, (which includes this agreement)
Part 2	Pricing data
Part 3	Scope of work.
Part 4	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance, are contained in the *Changes made to JBCC documentation* attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 10 days after receiving a completed copy of this Agreement, including the Changes made to JBCC documentation (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this **Agreement comes into effect**. 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 Bidder receives one fully completed original copy of this document, including the *Changes made to JBCC documentation* (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of delegated signatory	Signature	Rank	Date

<b>Name of Organisation:</b>	Ezemvelo KZN Wildlife
<b>Address of Organisation Office:</b>	1 Peter Brown Street, PIETERMARITZBURG, 3201

**WITNESSED BY:**

Name of witness	Signature	Rank	Date

## **C1.2 CONTRACT DATA**

**The Joint Building Contracts Committee® - NPC**

**CONTRACT DATA**

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

**Principal Building Agreement Edition**

**6.2 - May 2018**

**JBCC®**

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

**Application of JBCC® agreements**

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

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

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

**Endorsement of JBCC® agreements**

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

**Warning!**

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

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

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

**Disclaimer**

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

**Copyright reserved**

The name 'The Joint Building Contracts Committee® NPC', the abbreviation JBCC®, the electronic version e-JBCC® and the JBCC® logo are registered trademarks. The JBCC® claims authorship of this work. All rights are reserved. No part of this publication may be reproduced, stored in any retrieval system or transmitted in any form or by any means, electronic,

Report any Unethical Activity Without Fear of Victimization – Whistle Blow **0800 701 701** anytime

mechanical, photocopying, scanning, recording, or otherwise, without the prior permission in writing of the JBCC®. Unauthorised reproduction of the work is an infringement of the copyright. Judicial proceedings can and will be instituted to obtain relief and recovery of damages

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK-EZEMVELO KZN WILDLIFE
Reference number	BID NUMBER: EKZNW 13/2024/24
Works description	Repairs to existing thatch, removing a layer of thatch where required to make space for the installation of Harvey tiling to thatched roofs

### A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	Bergville
Site address	Thendele Camp, Royal Natal National Park, Bergville, KwaZulu-Natal, South Africa
Local authority	uKhahlamba Local Municipality

### A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Ezemvelo KZN Wildlife		
Business registration number			
VAT/GST number			
Country	South Africa		
Employer's representative: Name	Mr. Fisokuhle Bhengu		
E-mail	bhenguf@kznwildlife.com	Telephone number	+27(0) 33 845 1923
Mobile number	N/A		
Postal address	225 Old Howick Road, Pietermaritzburg,		
		Postal code	3201
Physical address	225 Old Howick Road, Pietermaritzburg,		
		Postal code	3201

### A 4.0 Principal agent [1.1]

Name	N/A		
Legal entity of above	N/A	Contact person	N/A
Practice number	N/A	Telephone number	N/A
		Mobile number	N/A

Country	N/A	E-mail	N/A
Postal address	N/A		
		Postal code	
Physical address	N/A		
		Postal code	

### A 5.0 Agent [1.1; 6.2]

Discipline	
------------	--

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

### A 6.0 Agent [1.1; 6.2]

Discipline	
------------	--

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

## A CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Standard System of Measuring Building Work (sixth edition as amended)
----------------------------------------------------------	-----------------------------------------------------------------------

### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	The law applicable to this agreement shall be that of the: Republic of South Africa
-----------------------------------------------------------------	-------------------------------------------------------------------------------------

### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	South African Rands ( R )
----------------------------------------------------	---------------------------

### B 4.0 Documents [5.0]

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

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

<b>Contract drawings</b> – description	Number	Revision	Date
<u>Architectural</u>			
Sample drawing			

## B 5.0 Employer's agents [6.0]

<p>Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]</p> <p>Project manager/leader</p>
<p><b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]</p> <p>None</p>

## B 6.0 Insurances [10.0]

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

and/or

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

## B 7.0 Obligations of the employer [12.1]

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



If yes, description	Refer to Environmental Management Plan		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	The contractor will be restricted to areas of work only. The contractor will be required to provide hoarding to enclose his work area.		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description			

## B 8.0 Nominated subcontractors [14.0]

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

## B 9.0 Selected subcontractors [15.0]

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

## B 10.0 Direct contractors [16.0]

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

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

Section 1		
Section		Remainder of the <b>works</b>

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		7 Days	8 Months	R 1 500.00

or where sections are applicable

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

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

## B 13.0 Defects liability period [21.0]

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

## B 14.0 Payment [25.0]

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

## B 15.0 Dispute resolution [30.0]

Dispute resolution of any dispute shall be conducted in the following chronologically order with litigation being last resort:

- 1 Negotiation
- 2 Mediation
- 3 Adjudication
- 4 Arbitration
- 5 litigation

## B 16.0 JBCC® General Preliminaries - selections

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

Geotechnical and other investigations - specific requirements [P4.3]		N/A		
Existing premises occupied - details [P4.5]		Yes		
Services - known - specific requirements [P4.6]		N/A		
Water [P8.1]	By <b>contractor</b>	Yes/no?	Yes	Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.
	By <b>employer</b>	Yes/no?	No	Ablution facilities shall be provided by the contractor as stated in the schedule and shall be provided for the use of all persons on the site. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.
	By <b>employer</b> – metered	Yes/no?	No	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
Communication facilities - specific requirements [P8.4]		The contractor shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.		
Protection of the <b>works</b> - specific requirements [P11.1]		The contractor shall erect, maintain, and remove at completion hoardings with gables, fans, safety screens, elements thereof, all for the protection of the work, the public and others. Adequate protection of the works must be ensured by the contractor as the site is within a game/nature reserve.		

Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on practical completion.
Disturbance - specific requirements [P11.5]	The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts
Environmental disturbance - specific requirements [P11.6]	The contractor shall execute the works without any unreasonable adverse effect on the environment and ensure works are completed as per the requirements of environmental management plan.

## B 17.0 Changes made to JBCC® documentation

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

### 1.1 Definitions

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

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

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

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

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

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

### 6.0 Employer's Agents

Add the following as 6.7:

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

## 9.0 Indemnities

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

## 10.0 Insurances

Add the following as 10.1.5.1:

### Hi Risk Insurance

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

#### 10.1.5.1.1 Damage to the works

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

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

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

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

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

#### 10.1.5.1.3

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

#### 10.1.5.1.4

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

## 11.0 Securities

Amend 11.10 to read as follows:

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

site

## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

## 19.0 Practical Completion

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

## 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

## 24.0 Penalty for Late or Non-Completion

Add the following as 24.2.3:

Once the penalty amount reaches a value of R 300 000.00, thereafter, termination will ensue.

## 25.0 Payment

25.7.5: Not applicable

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

25.14.2: Not applicable

## 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

## 29.0 Termination

Add the following after 29.1.3:

or where ...

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

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

# B TENDERER'S SELECTIONS

## C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☐

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

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

Year 1 <b>contractor's</b> annual holiday period	start date	15/12/2025	end date	09/01/2026
Year 2 <b>contractor's</b> annual holiday period	start date	14/12/2026	end date	08/01/2027
Year 3 <b>contractor's</b> annual holiday period	start date	13/12/2027	end date	07/01/2028

## C 3.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B ☐ A

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

### Payment methods

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

### Lump sum contract

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

## C 4.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B ☐ A

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

### Provision of particulars

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

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>
----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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

## **C1.3 FORM OF GUARANTEE**

# FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

## FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (6.2 EDITION MAY 2018)

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter

referred to as the "**contractor**") and the Government of the Republic of South Africa in its EZEMVELO KZN WILDLIFE (hereinafter referred to as the "**employer**"), Contract/Tender No: EKZNW 13/2024/25, for the ROOF UPGRADES AND ASSOCIATED WORKS AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK (hereinafter referred to as the "contract") in the amount of R \_\_\_\_\_, (

), (hereinafter referred to as the **contract sum**),

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**")

advise that the **guarantor** holds at the **employer's** disposal the sum of R ,

( ) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.

7. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or

(b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

(duly authorised thereto by resolution attached marked Annexure A)

DATE: \_\_\_\_\_

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: \_\_\_\_\_

\_\_\_\_\_

# VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

## VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (6.2 EDITION MAY 2018)

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter

referred to as the “**contractor**”) and the Government of the Republic of South Africa, in its EZEMVELO KZN WILDLIFE, (hereinafter referred to as the “**employer**”), Contract/Tender No: EKZNW 13/2024/25, for ROOF UPGRADES AND ASSOCIATED WORKS AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK (hereinafter referred to as the “**contract**” in

the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ) (hereinafter referred as the **contract sum**)

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”)

advise that the **guarantor** holds at the **employer's** disposal the sum of R,

( ) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:

(a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

(b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

(c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

(d) This guarantee shall expire on the date of the last **final payment certificate**.

(e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

(b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20\_\_

**AS WITNESS**

1. \_\_\_\_\_

2. \_\_\_\_\_

**By and on behalf of**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(insert the name and physical address of the guarantor)**

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

**(duly authorised thereto by resolution attached marked Annexure A)**

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

**A. No alterations and/or additions of the wording of this form will be accepted.**

**B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**

**C. This guarantee must be returned to:** \_\_\_\_\_

## **PART C2: PRICING DATA**

## **D2.1 PRICING INSTRUCTIONS**



# PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING

## AGREEMENT (Edition 6.2 of May 2018)

BID NUMBER: EKZNW 13/2024/25

### ROOF UPGRADES AND ASSOCIATED BUILDING WORKS PHASE TWO AT THENDELE CAMP, ROYAL NATAL NATIONAL PARK-EZEMVELO KZN WILDLIFE

#### 1. GENERAL

- (a) Bidders are to study the Bills of Quantities, general and project-specific specifications, drawings, and all other information issued with this Bid Document to acquaint themselves fully with the scope of works required, as well as the timelines and project limitations that will need to be included in their planning of and therefore pricing of the works.
- (b) Further to the above, Bidders are urged to visit the site to determine site-specific limitations, requirements etc. that will affect the works and that may or may not be explicitly stated within this Bid Document. All site conditions, except those that are latent will be deemed to have been taken cognizance of in the pricing data.

#### 2. PRICING INSTRUCTIONS AND NOTES

##### (a) BILLS OF QUANTITIES

The **bills of quantities** form part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

##### (b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

##### (c) FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the contract sum, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

##### (d) WORKING AT HEIGHTS - SCAFFOLDING

Bidders are to note that the work to be undertaken will require all necessary scaffolding, due to the heights of the structures to be constructed/alterd. Bidders are to therefore price accordingly as rates will be deemed to include for same and no further claims in regard to all necessary scaffolding in the completion of the scope of works will be entertained.

##### (e) VIEW SITE

Before submitting his Bid, the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished and/or altered. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

(f) **SPECIFICATIONS**

Bidders are referred to the site information and scope of works documents, and to all general and project-specific specifications as referenced in the complete Bid Documents. Bidders are thus urged to study these documents as rates will be deemed to be inclusive of all requirements as included in same. Further, should any discrepancy be noted between these Bills of Quantities and the Specifications, the Specifications shall take precedence.

Further to the above, Bidders are to note that the latest edition of SANS 10400, current at

the time of the tender will form part of the specifications to this contract and as such, pricing shall be deemed to include for complete conformance in all respects to the requirements of SANS 10400.

(g) **SUPPLEMENTARY PREAMBLES**

The notes and instructions above are not exhaustive, and the attention of the Bidder is drawn in particular to the supplementary preambles at the beginning of each trade in the Bills of Quantities for further information, restrictions, requirements, etc.

(h) **PROVISIONAL SUMS**

Where the work required in respect of provisional sums can be based on rates included in the Bills of Quantities, these rates will be used and no profit and attendance will be allowed on same.

## **D2.2 PRELIMINARIES**

## SECTION 1

### PRELIMINARIES

#### MEANING OF TERMS “TENDER / TENDERER”

Any reference to the words “Tender” or “Tenderer” herein and/or in any other documentation shall be construed to have the same meaning as the words “Bid” or “Bidder”

### PRELIMINARIES

The JBCC Preliminaries **Edition 6.2, May 2018** for use with the JBCC Principal Building Agreement Edition 6.2, May 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked “N/A” signifying “Not Applicable”

### PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

The following section A, read in conjunction with “The Contract Data”, represent the changes made to the Contract. The contractors attention is therefore drawn to same, as no claims whatsoever will be entertained in respect of changes made to the Contract. Further, should any discrepancy be found between this document (Preliminaries) and The Contract Data, then this document shall take precedence.

Tenderers are to include all costs for the preliminaries and general costs related to the electrical subcontractor within the pricing of these preliminaries. No further claims in this regard will be entertained.

Items not priced in these Preliminaries shall be deemed to be provided free from any charge to the Employer

### SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

#### DEFINITIONS

#### A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.1 Definition of “**Commencement Date**” is added:

“**COMMENCEMENT DATE**” means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of “**Guarantee for Construction**” is amended by replacing it with the following:

**Carried to Collection R**

**“GUARANTEE FOR CONSTRUCTION”** means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer’s** construction guarantee form as approved by the employer.

Clause 1.1 Definition of **“Construction Period”** is amended by replacing it with the following:

**“CONSTRUCTION PERIOD”** means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of **“Corrupt Practice”** is added:

**“CORRUPT PRACTICE”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of **“Fraudulent Practice”** is added:

**“FRAUDULENT PRACTICE”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of **“Interest”** is amended by replacing it with the following:

**“INTEREST”** means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of **“Principal Agent”** is amended by replacing it with the following:

**“PRINCIPAL AGENT”** means the person or entity appointed by the **employer** and named in the **schedule** as such. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **“Security”** is amended by replacing it with the following:

**“SECURITY”** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1 is amended by the addition of the following:

Clause 1.2.6 If any provision of this **agreement**, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under the law; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

**Carried to Collection R**

Clause 1.2.7 No waiver or relaxation of any of the provisions or terms of this **agreement** (or any **agreement** or other document issued or executed pursuant to in terms of this **agreement**) shall operate as an estoppels against a party in respect of any of its rights in terms if this **agreement**

No failure by a party to enforce any provision of this **agreement** shall constitute a waiver of such provisions or affect in any way such party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

Clause 1.2.8 If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:-

Clause 1.2.8.1 these persons are deemed to be to be jointly and severally liable to the **employer** for the performance of this **agreement**

Clause 1.2.8.2 these persons shall notify the **employer** of their leader who has authority to bind the **contractor** and each of these persons: and

Clause 1.2.8.3 the **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

Clause 1.2.9 The **contract documents** shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as the special conditions shall prevail over all other **contract documents**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification and baseline risk assesment.

Clause 2.4.2 is amended by replacing it with the following

No clause

Clause 2.0 is amended by the addition of the following:-

Clause 2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the **works**. Without limitation the contractor hereby:

Clause 2.5.1 accepts that the **employer** will appoint him as the **Principal Contractor** (as defined and provided for under the Construction Regulations 2014 (as amended) and promulgated under the Occupational Health and Safety Act 85 of 1993 (as amended) for the site

Carried to Collection R

Clause 2.5.2 acknowledges and confirms that the **contract sum** includes a sufficient amount for proper compliance with the **employer's** health and safety specification, the construction regulations, all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this **agreement** and generally for the proper maintenance of health and safety in and about the execution of the works including all materials, labour, training, equipment and all other requirements necessary to ensure proper and complete health and safety implementation and management on site in accordance with applicable legislation; and

Clause 2.5.3 undertakes, in and about the execution of the **works**, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the **agreement** and shall ensure that all **sub-contractors**, employees and others under the **contractor's** direction and control, likewise observe and comply with the foregoing.

Clause 2.6 The **employer** reserves the right to pay direct (i.e) not through the **contractor** for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the **contract documents**. In the event of the **employer** paying direct for these charges, the **contractor** will not be entitled to a ten per cent (10%) mark-up in terms of clause 32.4. All such provisional amounts included in the **contract sum** will, as a result, be omitted

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A3.0 OFFER AND ACCEPTANCE

Clause 3.0

Clause 3.2 is amended by replacing it with the following

Clause 3.2 The currency applicable to this agreement is South African Rands.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A5.0 DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

Carried to Collection R

Clause 5.7 The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

#### A6.0 EMPLOYER'S AGENTS

Clause 6.0

Clause 6.1. is amended to include clauses 26.8, 26.12 and 26.13 in terms of which the **employer** has retained its authority and has not given a mandate to the **Principal Agent** and in terms of which the **employer** shall sign all documents.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

#### A7.0 DESIGN RESPONSIBILITY

Clause 7.0 : DESIGN RESPONSIBILITY

Clause 7.1 is amended by the addition of the following:

Notwithstanding the provisions of clause 7.2, where the **contractor** undertakes the design responsibility of any aspect of the **works**, he shall indemnify and hold free the **employer** and his **agents** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design detailing and calculations. In respect of the design responsibility undertaken by any **nominated** or **selected sub-contractor**, such **sub-contractor** shall similarly, indemnify and hold free the **employer**, his **agents** and the **contractor** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design, detailing and calculations except where such **sub-contractor** is from the **mandatory partner** in which case the liability shall vest in the **contractor**.

Clause 7.0 is amended by the addition of the following:-

Clause 7.4 Without limiting or derogating from the employers rights under sub-clause 7.2, the contractor shall;

Clause 7.4.1 ensure that every **n/s or selected sub-contractor**, simultaneously with the signing of the relevant **n/s agreement**, signs (in terms of a written signing authority acceptable to the **principal agent**) and delivers to the **employer** a design, materials and workmanship warranty and undertaking (design warranty) in favour of the **employer**.

Clause 7.4.2 provide the **employer** evidence of suitable and sufficient professional indemnity insurance for all **sub-contractors** whose **subcontract** involves design work other than for temporary works.

Carried to Collection R



Clause 7.5 pending delivery of the design warranty and the required evidence of the professional indemnity insurance **contractor** shall, notwithstanding anything to the contrary in the **agreement** and without limiting or derogating from the **employer's** rights under sub-clause 7.2, be responsible for issues that may arise, and pertaining to the relevant **sub-contract works**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## INSURANCE AND SECURITIES

### A8.0 WORKS RISK

Clause 8.0

Clause 8.5.1 is amended to read as follows:

The use or occupation, after **practical completion**, of any part of the **works** by the **employer**, the **employer's** servants or **agents**; and those for whose acts or omissions they are responsible.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A9.0 INDEMNITIES

Clause 9.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A10.0 INSURANCES

Clause 10.0 is amended by the addition of the following:-

#### 10.11.1 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

Carried to Collection R

## 10.12 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

## 10.13 High risk insurance

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

Carried to Collection R

### 10.13.1 Damage to the works

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

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

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

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

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

**10.13.3** It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one

(21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

**10.13.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

## A11.0 SECURITY

Clause 11.0 is amended by deleting clauses 11.1 - 11.8 and replacing them with the following:

**Carried to Collection R**

11.1.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor

11.1.1.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor

11.1.1.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor

11.1.1.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer complies with the provisions of 27.3.1 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor

11.1.1.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party

11.1.1.7 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

11.1.1.7.a The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.7.b The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

11.1.1.7.c The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

11.1.1.7.d Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the fixed or variable construction guarantee

11.1.1.8 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

11.1.1.8.a The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)

11.1.1.8.b The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion

11.1.1.8.c The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring

**Carried to Collection R**

11.1.1.9 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement

Clause 11.11 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) increases during the course of the contract by an amount of ten per cent (10%) or more of the contract sum, then upon written request from the principal agent, the contractor shall, within ten (10) working days of such request arrange to have the construction guarantee guaranteed sum increased accordingly. The approved cost of increasing the construction guarantee shall be added to the contract sum. If the contractor is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee has been increased.

Should the **contractor** be a joint venture, then each entity shall be jointly and severably liable to the **employer** for all obligations and liabilities in terms of this **agreement**. The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## EXECUTION

### A12.0 OBLIGATION OF THE PARTIES

Clause 12.0

Clause 12.1.5 is amended by replacing it with the following clause:

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

Clause 12.2.3 is deleted in its entirety and replaced with the following clause:

The security selected in terms of 11.0, as amended

Clause 12.2 is amended by the addition of the following clause:

12.2.22 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within thirty (30) **calendar days** of **commencement date**

Carried to Collection R

Clause 12.0 is amended by the addition of the following:

#### 12.4 Programme

12.4.1 This programme shall include 1½ **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 Notwithstanding the fact that the **programme** has been prepared in conjunction with the **principal agent**, the **contractor** shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the **programme**, and the implementation thereof.

12.4.3 The **programme** shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the **principal agent**.

The **programme** will be processed on the **principal agent's** system and the **contractor** shall provide all the co-operation necessary to achieve this.

12.4.4 Documentation will not be available in complete detail at the commencement stage. However the **contractor**, in conjunction with the **principal agent**, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed.

For programming purposes, it shall be assumed that the quantities contained in the **bills of quantities** are provisional and thus shall be utilized as a guide only for the drawing up of the **programme**.

Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the **contractor** and the **principal agent**, and suitably recorded in the **programme**.

12.4.5 Should circumstances change to the extent where the **contractor** is of the opinion that changes to the **programme** are required, then the **contractor** shall submit a written request to the **principal agent** for such changes, clearly identifying the reasons for requiring such change. The **contractor** and **principal agent** shall thereafter agree such changes, if any, and any costs related thereto as per the principles espoused in 15.5.1 above.

Should the **principal agent** be of the opinion that the **programme** requires revisions, and notwithstanding the fact that a request for such revision has not been received from the **contractor**, the **principal agent** shall be entitled to instruct the **contractor** to revise the **programme** accordingly, unless the **contractor** can submit reasonable justification for not doing so.

Any acceleration and/or special measures sanctioned by the **principal agent** together with associated effects shall be incorporated in a revision to the programme.

Carried to Collection R

12.4.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding 14 (fourteen) **calendar days**, agree the state of progress of the **works** relative to the latest agreed revision of the **programme**. Such **agreement** shall include the recording of actual commencement and **completion** dates for each activity and shall constitute the official record of the progress at such point in time.

12.4.7 In addition to and based on the **programme** systems and format dictated above, the **contractor** shall devise detailed working **programmes**. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the **principal agent**.

Such working **programmes** shall at all times relate to the constraints of the current **programme**.

12.4.8 **Contract instructions** shall be issued in accordance with clause 17, as amended.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

#### A13.0 SETTING OUT OF THE WORKS

The following sub-clauses are hereby added to this clause:-

13.3 The **contractor** shall provide general attendance and all reasonable assistance to the employer's appointed land surveyor, or any other land surveyor who may be appointed by the **employer**.

13.4 The **contractor** shall perform tolerance control checks regularly throughout the **construction period** and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**. Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

#### A14.0 NOMINATED SUBCONTRACTORS

Clause 14.0

Clause 14.1.5 is amended by replacing it with the following:

No clause

Note: See item B9.1 and B9.2 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums. Notwithstanding anything to the contrary contained in the **agreement**, the contractor shall be aware that profit and attendance shall only be certified once in respect of each provisional sum.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

Carried to Collection R

A15.0 **SELECTED SUBCONTRACTORS**

## Clause 15.0

The **contractor** cannot exclude the sub-contract **tendered works** from his responsibility, after the **selected sub-contractor** has been accepted, subject to the **tendered** conditions being met.

Clause 15.1.5 is deleted and replaced by the following :-

Advance payment on **selected sub-contracts**, will not be effected.

Clause 15.0 is amended by the addition of the following:

Clause 15.9 The **contractor** will provide specific provisions regarding the use of all plant, equipment and services allowed for the various **sub-contractors**, to ensure comprehensive pricing by such **sub-contractors**. The relevant amendments to the **sub-contract tender** documents are to be clearly identified by the **contractor** and included in the **sub-contract tender** documentation and **agreements** to be signed with each of the **sub-contractor** and as such, the **contractor** shall be fully responsible for the management and cost of such **sub-contracts**.

A16.0 **EMPLOYER'S DIRECT CONTRACTORS**

## Clause 16.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

A17.0 **CONTRACT INSTRUCTIONS**

## Clause 17.0

Clause 17.1 is amended by the addition of the following:

Clause 17.1.21 Changes to the sequence and timing of the works.

Clause 17.1.22 Acceleration (irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to a revision of the date for **practical completion**, but provided that a **contract instruction** to accelerate may not, unless at a time when it would not be reasonable for an experienced **contractor** to achieve the required acceleration given the available remaining period).

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R



**COMPLETION**A18.0 **INTERIM COMPLETION**

Clause 18.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**tem**

A19.0 **PRACTICAL COMPLETION**

Clause 19.1 shall be amended by the addition of the following clause:

19.1.3 In order to achieve **practical completion** of the **works** and without derogating from the generality of the term **practical completion**, the **contractor** shall, as a minimum comply with the following basic criteria. These criteria should not be regarded as comprehensive but as an expansion of the term **practical completion**.

19.1.3.1 In regard to the **completion** date applicable to the **works**, the following shall apply:

(i) Access to all Areas

At the date of **practical completion** all areas, external access areas and the like must be fully complete with unobstructed access in every respect. This includes the roadways from perimeter of site to the basement, driveway access through basements and including the following:

- a) All emergency fire, traffic and signage.
- b) Road markings.
- c) Permanent lighting and power to all roadways, basement driveways, guardhouses and driveway gates.
- d) All fire escape routes and staircases complete and free of any obstructions.

ii) External Facades

At the date of practical completion, the external facade including balconies must be fully complete in every respect including the following:

- a) All facade surfaces must be painted, polished or cleaned where required and must be free of any builder's debris, marks or scratches
- b) Fully operational and commissioned permanent power and lighting
- c) All doors and gates complete with all ironmongery and lock sets with keys for handover
- d) Screed and tiling to falls tested and corrected as necessary prior to hand over
- e) Roofs completed and waterproofed.
- f) All finishes to be de-snagged and complete to ensure that scaffolding is removed from sidewalks

**Carried to Collection R**

iii) Security

a) All areas to be handed over must be secure, doors fitted and lockable, windows glazed and all security and access control systems to be operative. All shop fronts and windows must be lockable with ironmongery fitted and keys marked and tagged for handover. After practical completion no person shall be allowed to access the facilities without prior consent by the occupants or management.

iv) Electrical

a) Electrical installation is to be completed and fully commissioned - permanent power and lighting inclusive of all telephone and data installations.

v) Plumbing installation

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

vi) External sewer, drainage and storm water connection

a) All sewer, drainage and storm-water systems must have been completed and inspected and signed off.

vii) Floors, ceilings, kitchen cabinets, appliances, Cupboards, joinery, shop fitting, shower and general finishes

a) Completed and finished in accordance with Architect's layouts, interiors specifications and schedules. All appliances and equipment to be installed, connected, commissioned and tested.

**Carried to Collection R**

viii) General

a) All certificates required to obtain an Occupancy Certificate from the Municipality Building Inspectorate in accordance with the National Building Regulations to be provided.

b) Approved building plans from the Municipality to be provided.

ix) Structural/Civil Works

Clause 19 is amended by the addition of the following:

19.8 Without derogating from the generality of the requirements of **practical completion** the following specific requirements shall apply:-

19.8.1 All items on the **practical completion** list must be completed and attended to in their entirety.

19.8.2 All defects noted on the quality control sheets issued by the **principal agent** during the currency of the **contract** are to have been completed and attended to in their entirety.

19.8.3 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the **contractor** to achieve **practical completion**:

a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.

b) A certificate from the contractor that the National Building Regulations have been complied with.

c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.

d) Electrical certificates of compliance.

e) Lightning protection certificates of compliance

f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.

g) Certificate/s of compliance in respect of termite proofing

h) Waterproofing guarantee/s

i) Certificate/s of compliance with respect to all glazing.

j) Soil poisoning certificate/s

k) Soil compaction certificate/s

l) TR1 and TR2 certificates in respect of timber roof construction

m) Certificate/s of compliance in respect to galvanising of structural steelwork

n) Glazing certificate/s

Note: The above list is not exhaustive and the contractor will be required to provide all further certificates/guarantees as requested by the **principal agent**

19.8.4 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to achievement of **practical completion**.

**Carried to Collection R**

19.8.5 All relevant test results i.e. concrete test cube, compaction, density etc. are to be produced in hard copy, in a file, clearly referenced with a covering summary sheet. These results to be from an independent geotechnical testing laboratory and not from the concrete suppliers batching plant

19.8.6 Complete Method Statements and motivations for any works that the Contractor proposes conducting that do not directly and completely align with the requirements as set out in the Contract documentation.

19.8.7 A quality control file for all civil and structural engineering works done by the Contractors QC/QA team and signed off by the Engineer at each stage during the project should include :

- Pre and post concrete and reinforcing inspections
- Pressure testing pipe results signed off by a registered plumber and
- Inspection sheets of Engineers
- All tests, namely, Mod, CBR, Indicator, DCP and Density tests

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## A20.0 COMPLETION IN SECTIONS - NA

Clause 20.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Clause 21.0 is amended by the addition of the following:

Clause 21.13 The **contractor** shall attend to defects during the **defects liability** period on a progressive basis, to the satisfaction of the **principal agent**, and will not be permitted to wait until the end of the **defects liability** period or until the amount of **defects** accumulates in order to attend to a comprehensive list of **defects**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

## A22.0 LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

Clause 22.0 is amended by the addition of the following:

22.4 The **contractor** shall make good all defects that appear up to the date of **final completion** and shall make good all latent defects that become patent and are notified to the **contractor** prior to the expiry of the latent **defects liability** period.

Clause 22.5 Any water leakage into the building, either in the roof, external wall or other element of building susceptible to water leakage shall unless proved to be a design defect, damaged caused by the **employer** or **employer's end user**, damage arising from theft of vandalism or inadequate maintenance not in accordance with the submitted and accepted guidelines, be deemed a latent defect.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## A23.0 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 23.0

Clause 23.1.1 is amended by the addition of the following:

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Carried to Collection R

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.12 Notwithstanding anything to the contrary the **contractor** shall not be entitled to a revision of the date for **practical completion** for delays arising from municipal, Eskom or other interruption in energy supply to the **site**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

#### A24.0 PENALTY FOR LATE AND NON-COMPLETION

Clause 24.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

#### A25.0 PAYMENT

Clause 25.0

Clause 25.3.3 is amended by replacing "11.1.2;11.4.1" with "11.0 as amended"

Clause 25.5 replaced with the following:-

"Where stored off the **site**, covered by an advance payment guarantee issued by a registered bank approved by the **principal agent** and submitted with the **contractor's** progress claim. Failure to include the advance **payment guarantee** with the contractor's progress claim will result in the value of the **materials and goods** being omitted from the amount certified for payment.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

## A26.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

### Clause 26.0

Clause 26.6 is amended by the addition of the following at the end of the sentence:-

26.6 - The **contractor** shall within forty (40) **working days** of the delay ceasing, submit details of the expense and loss to the **principal agent** failing which the **contractor** shall forfeit such claim.

Clause 26.0 is amended by the addition of the following:-

Clause 26.14 Where prices are submitted by the **contractor** or **n/s subcontractor** during the progress of the works in respect of **contract instructions** or in regard to a claim under the terms of the **agreement** or in respect to provisional sums or budgetary allowances and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there shall be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the final **payment certificate**, such acceptance shall be in writing.

Clause 26.15 The **contractor** shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by **direct contractors** and others, except where pricing is allowed for in the Bills of Quantities. Claims for loss of profit shall not be entertained.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## A27.0 RECOVERY OF EXPENSE AND LOSS

### Clause 27.0

Clause 27.0 is amended by deleting clauses 27.3 - 27.4 and replacing them with the following:

27.3.1 Where the employer decides to recover an amount due in terms of 27.3 from a payment reduction applied in terms of 11.1.1.5, the employer shall notify the contractor and the principal agent thereof. Should such amount not be paid to the employer within seven (7) calendar days of the date of receipt of such a notice by the contractor, the employer may recover such an amount from the security.

27.3.2 Where the employer decides to recover an amount due in terms in terms of 27.3 from a construction guarantee or advance payment guarantee held as security, the employer shall issue a written demand to the contractor in terms of such guarantees.

Carried to Collection R



27.4 Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect against the contractor or this agreement is cancelled in terms of 29.0, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## SUSPENSION AND TERMINATION

### A28.0 SUSPENSION BY THE CONTRACTOR

Clause 28.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### A29.0 TERMINATION

Clause 29.0

Clause 29.1 is amended by the addition of the following clauses:

29.1.4 refuses or neglects to comply strictly with any of the conditions of contract

29.1.5 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.6 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 29.3 is amended by adding :

"The **employer** (through instruction to the **principal agent**) may furthermore terminate this **agreement** by giving written notice of termination where:-

(i) the **contractor** becomes bankrupt or insolvent (commercially or otherwise),

(ii) an application is made, or a resolution is adopted, for the winding-up of the **contractor**

(whether provisional or final)

(iii) business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) ("the Companies Act"), or

Carried to Collection R

(iv) the **contractor** proposes or effects an offer of compromise with the **contractor's** creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of the **contractor's** indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the **contractor's** creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the **contractor's** indebtedness.

Note: In the case of a Joint Venture or Consortium, the **employer** shall have the right to proceed with cancellation in terms of Clause 36 (as amended) where a minimum of one (1) party to the Joint Venture or Consortium is in default.

Clause 29.0 is amended by the addition of the following clause:

29.29 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Clause 29.25.4 is amended by replacing "sixty (60)" with "one hundred and twenty (120)"

Clause 29.0 is amended by the addition of the following sub-clauses:

Clause 29.30 "Where the **employer** does not receive the requisite local authority approvals (to the **employer's** satisfaction) for the construction of the permanent works at the **site**".

29.31 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

29.32 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

Carried to Collection R

R

c

**DISPUTE RESOLUTION**

A30.0 **DISPUTE RESOLUTION**

Clause 30.0

Clause 30.3 - Replace "ten (10)" with "fifteen (15)"

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**

**Carried to Collection R**

## SECTION B: JBCC PRELIMINARIES

## B1.0 DEFINITIONS AND INTERPRETATION

B1.1 *Definitions and interpretation*

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time

Item

## B2.0 DOCUMENTS

B2.1 *Checking of documents*

The **tenderer** shall check the numbers of the pages of the **tender** documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the **contract documents** contain any obvious errors, the **tenderer** shall notify the **principal agent** forthwith thereof and the **principal agent** shall promptly give a written directive.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B2.2 *Provisional bills of quantities*

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B2.3 *Availability of construction documentation*

Where the construction documentation for the **works** is not complete and will only be completed during the **construction period** the **contractor** and **principal agent** shall work together to identify the requirements for the provision of construction documentation. The **contractor** and **principal agent** shall agree the dates that are reasonable by when the **contractor** is to be provided with each outstanding item of the anticipated construction documentation.

The **contractor** and **n/s subcontractor** shall agree dates by when the **n/s subcontractor** is to be provided with each outstanding item of the anticipated construction documentation.

The **budgetary allowances** for selected sub-contract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected **sub-contractors** during the **construction period**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B2.4 *Ordering of materials and goods*

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

B3.0 **PREVIOUS WORK AND ADJOINING PROPERTIES**B3.1 ***Previous work – dimensional accuracy***

In consecutive contracts the **contractor** shall, within a reasonable period after taking possession of the **site**, but not exceeding ten (10) per cent of the **construction period** or twenty (20) **working days** whichever is the lesser, check the existing levels, lines, profiles and the like affecting the **works** and satisfy himself as to the dimensional accuracy of work previously executed. The **contractor** shall forthwith notify the **principal agent** and request a **contract instruction** regarding any dimensional inaccuracy found in work previously executed.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B3.2 ***Previous work – defects - N/A***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

B3.3 ***Inspection of Adjoining Properties***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B4.0 **THE SITE**B4.2 ***Enclosure of the works***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

B4.3 ***Geotechnical investigation and other investigations***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B4.4 ***Encroachments***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B4.5 ***Existing premises occupied***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

B4.6 ***Services – known***

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

B5.0	<b>MANAGEMENT OF CONTRACT</b>	
B5.1	<b><i>Management of the works</i></b>	
	Fixed:_____ Value related:_____ Time related:_____	
		<b>Item</b>
B5.2	<b><i>Progress meetings</i></b>	
	Fixed:_____ Value related:_____ Time related:_____	
		<b>Item</b>
B5.3	<b><i>Technical meetings</i></b>	
	Fixed:_____ Value related:_____ Time related:_____	
		<b>Item</b>
B6.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>	
B6.1	<b><i>Samples of materials</i></b>	
	Fixed:_____ Value related:_____ Time related:_____	
		<b>tem</b>
B6.2	<b><i>Workmanship samples</i></b>	
	Fixed:_____ Value related:_____ Time related:_____	
		<b>Item</b>
B6.3	<b><i>Shop drawings</i></b>	
	<p>Clause 6.3 is amended by the addition of the following:</p> <p>Clause 6.3.3 - General responsibilities - The <b>contractor</b> shall provide a person or persons</p> <p>a) To familiarise himself with all drawings produced for construction purposes. This will</p> <p>b) To provide comprehensive lists of shop drawings to be prepared by relevant <b>sub-</b></p> <p>c) To check all shop drawings for sufficiency prior to submission. It is expected that such checking will include all co-ordination and pro-active resolution of any conflicting services and elements. It is also noted that resolution of co-ordination problems will require attendance at services and element co-ordination meetings called by the <b>principal agent</b> and when necessary.</p> <p>Clause 6.3.4 - Procedures - The <b>contractor</b> shall, at his own expense, prepare and submit</p> <p>The <b>contractor</b> shall present a complete schedule showing the sequence of submission of shop drawings, including submission dates, for all trades and the scheduled dates for approval of all drawings. This schedule shall take into account a two weeks check period from the date of the receipt of all shop drawings and/or catalogue data.</p> <p>All submissions shall be on dates as indicated in the above <b>schedule</b> and sufficiently in advance to permit the <b>contractor</b> to meet fabrication deadlines; no claim for extensions to the construction period will be granted to the contractor by reason of his failure in this respect.</p>	
	<b>Carried to collection</b>	

The **contractor** shall submit four copies of catalogues and data for approval. The **contractor** shall check all submissions for conformity with the contract drawings and specifications and correct any errors, omissions or deviations before submission.

All submissions shall bear the **contractor's** dated stamp of approval as evidence that they have been so checked and corrected by the contractor. Any drawings, schedule or catalogue submitted without this stamp will not be considered and will be returned unapproved.

When the **principal agent** advises the **contractor** that shop drawings have been approved, he shall immediately submit to the **principal agent** the original transparencies of such drawings so that the **principal agent's** stamp of approval may be appended thereto. Thereafter the **contractor** shall furnish to the **principal agent** four prints of the approved shop drawings, setting out drawings and schedules. The **contractor** shall also furnish as many prints of the approved shop drawings and schedules as may be required for use on the site. No work shall be performed from any shop drawings and/or catalogues not stamped with the **principal agent's** approval.

The **contractor** shall be responsible for ensuring that all dimensions conform to the dimensions of built work.

If the submissions differ from the requirements of the contract, the contractor shall make specific mention of each difference in his letter of transmission with a request for substitution, together with his reasons for same, in order that, if acceptable, suitable action may be taken by the principal agent. Otherwise the executing of the work shall be in strict accordance with the requirements of the contract.

Corrections of shop drawings by the **principal agent** shall not change the scope of work. Should any such correction be considered to constitute a change of scope of work, the contractor shall notify the principal agent in writing within not more than seven (7) calendar days of such change and shall not proceed with the fabrication until so authorised by the principal agent. Claims for change of scope made after performance of the work constituting the claimed change of scope will not be considered.

Unless otherwise agreed with the **principal agent**, shop drawings shall be prepared to show all details of installation, including reticulation, fixing, etc. of all components and assemblies, or if the contractor desires to deviate from the design these drawings shall be all to accordance with the above procedures and at the contractors expense.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

#### B6.4 ***Compliance with manufacturers' instructions***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

#### B7.0 **DEPOSITS AND FEES**

##### B7.1 ***Deposits and fees***

The **contractor** shall pay all deposits, fees and charges according to law, regulation or by **law** of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossing, permission for the suspension of parking facilities and the like.

Carried to collection

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## B8.0 **TEMPORARY SERVICES**

### B8.1 **Water**

Clause 8.1 is amplified by the addition of the following:

Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### B8.2 **Electricity**

Tenderers are referred to schedule of variables hereinafter.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### B8.3 **Ablution and welfare facilities**

Clause 8.3 is amended by deleting it in its entirety and replacing with the following:

Ablution facilities shall be provided by the contractor as stated in the **schedule** and shall be provided for the use of all persons on the **site**. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

### B8.3 **Ablution and welfare facilities**

Clause 8.3 is amended by deleting it in its entirety and replacing with the following:

Ablution facilities shall be provided by the contractor as stated in the **schedule** and shall be provided for the use of all persons on the **site**. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R



B8.4	<p><b>Communication facilities</b></p> <p>Clause 8.4 is amended by deleting it in its entirety and replacing with the following:</p> <p>The <b>contractor</b> shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
B9.0	<b>PRIME COST AMOUNTS</b>	
B9.1	<p><b>Responsibility for prime cost amounts</b></p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
B10.0	<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>	
B10.1	<p><b>General attendance</b></p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
B10.2	<p><b>Special attendance</b></p> <p>Clause 10.2 is amended by deleting it in its entirety and replacing with the following:</p> <p>The <b>contractor</b> shall make provision in his rates for special attendance on each <b>n/s sub-contractor</b>. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish are to be determined by the tenderer and shall be deemed to be included in rates for attendance.</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		tem
B11.0	<b>GENERAL</b>	
B11.1	<p><b>Protection of the works</b></p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
B11.2	<p><b>Protection / isolation of existing / sectionally occupied works</b></p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
B11.3	<p><b>Security of the works</b></p> <p>The <b>contractor</b> shall take all appropriate measure for general security of the <b>works</b>.</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	
		Item
	Carried to Collection R	

B11.4 **Notice before covering work**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.5 **Disturbance**

The **contractor** shall execute the **works** with a minimum of disturbance to adjoining premises, any part of the **works** already handed over and the occupants of those premises and/or parts. Any specific requirements are stated in the **schedule**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.6 **Environmental disturbance**

The **contractor** shall execute the **works** without any unreasonable adverse effect on the environment. Any specific requirements are stated in the **schedule**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.7 **Works cleaning and clearing**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.8 **Vermin**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.9 **Overhand work**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.10 **Tenant installations**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**B11.11 **Advertising**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

**Item**

Carried to Collection R

**SECTION C: SPECIFIC PRELIMINARIES**

**Section C** contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

**C1.0 CONTRACT DRAWINGS**

Note: Where drawings are described in these Bills of Quantities as having been "appended elsewhere in this Bid Document", bidders are directed to the USB drive issued with the Bid Document for all drawings, as no hard copies will be issued during the Bid period.

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item****C2.0 GENERAL PREAMBLES**

The complete suite of project specific specifications are appended at the back of these Bills of Quantities, and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used. These specifications shall take precedence in any discrepancy between themselves and the general specifications and/or between themselves and the Bills of Quantities. Should any document referenced in the Bills of Quantities not be present in a Bid Document, the Bidder is to notify the Departmental Project Manager immediately. Rates for work will be deemed to be inclusive of all requirements as per the project specific and general specifications

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item****C3.0 TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities** the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item****Carried to Collection R**

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C5.0 **VIEWING THE SITE IN SECURITY AREAS - N/A**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS - N/A**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS - N/A**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

Carried to Collection R

C9.0 **UNAUTHORISED PERSONS ON SITE**

The **contractor** shall at all times strictly exclude all unauthorized persons from the **works**.

No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the **site**. The contractor must provide any necessary independent shelters or sheds required for any workmen off site.

Furthermore, the **contractor** shall take all measures necessary to ensure that no unauthorised workmen are allowed onto the **site** at any time without the specific permission of the **principal agent**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C10.0 **CONTRACTOR ACCESS**

The **contractor** shall provide for a security access card for all personnel (management and labour) entering the **site**. Each identification tag is to include for the following information: -

i. Project name

ii. Colour photo (ID book size)

iii. Company name

iv. Name and ID number

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C11.0 **STOCKPILE**

The stockpile of fill material on the site is to be maintained and used in the required backfill behind retaining walls, as indicated by the **engineers**, and unless otherwise directed.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C12.0 **SITE ESTABLISHMENT**

The contractor may erect/hire/purchase an establishment on or contiguous to the site to include offices, stores, lay down areas etc. for his own, and **sub-contractor's** use subject to the foregoing provisions of Clause B3.1 of these Preliminaries. Such establishment is to be pre-planned and is subject to the approval of the **principal agent**.

Notwithstanding the **principal agent's** approval, the **contractor** shall be responsible for any costs relating to relocation of any site establishment required to allow access for the timeous execution of the **works**.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

C13.0 **PRICING OF BILLS OF QUANTITIES**

Tenderers are 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 packing, duties, taxes, imports, establishment charges, overheads, profit, attendance (general and specific) and all other obligations arising out of the agreement.

The rate inserted by the tenderer opposite each item will be deemed to be applicable to the item as originally specified. Should the tenderer wish to offer an alternative specification to any particular item, he is to provide this as an alternative to his Bid sum for consideration by the principal agent as a submission with his Bid. No alternatives will be accepted during the construction period unless prior approval at tender stage is granted in writing by the Principal Agent. Under no circumstances are the descriptions in the bills of quantities to be altered by the tenderer.

Where a bill of quantities item includes "or other approved" within its description and the tenderer has priced a "or other approved" specification, the tenderer is to provide a schedule of all such bill items that have been priced as "or other approved" including the full details and specifications of the "or other approved" items priced. Should no schedule of "or other approved" items be received with the 'formal tender submission' from the tenderer it shall be deemed that the tenderer has priced the item as per the original specification in the tender documents and no alternative specifications will be accepted for the tendered rate.

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 tenderer's omission to price any item will be entertained.

Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

The contractor shall execute work during "overtime" hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum. (See requirements in terms of Clause B12.1.23 of these Preliminaries)

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C14.0 **NATURE OF PROJECT IN RELATION TO PRICING**

**Tenderers** are advised that the nature of this contract is such that the detail design will evolve in parallel with construction and the appointment of **selected / nominated sub-contractors** have not been concluded. Notwithstanding this, the rates and prices in the **bills of quantities** in the **tender** submission shall remain in full force and effect.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

C15.0 **COSTS OF CLAIMS**

All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor.

In furtherance of the above, the Contractor shall ensure that at least one dedicated, full-time, senior resource is allocated for the preparation of cost related information including but not limited to payment claims, cost reports, contractor cash flows, etc. Pricing will be deemed to be inclusive of this requirement

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C16.0 **SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES**

Submission of a **tender** shall be deemed as acceptance by the **contractor** that he is satisfied with the scope of the insurances effected by the **employer**, supplemented by any additional insurances considered necessary by himself.

The **employer** warrants that the insurances effected by him shall remain in force for the duration stipulated in the **agreement**.

Any clarification of the scope of cover provided by the policies arranged by the **employer** should be obtained from the **employer's** representative.

The **contractor** warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this contract.

Where the **contractor** is responsible for the appointment of **nominated or selected sub-contractors** then the **contractor** shall :

1. Ensure that potential and appointed **sub-contractors** are aware of the whole content of clauses A8, A9, A10, A11 and A12.

2. Ensure the compliance of **sub-contractors** with these clauses where applicable. In the event of any occurrence which is likely to give rise to a claim under the insurances arranged by the employer, the contractor/sub-contractor shall:

3. In addition to any statutory requirement or other requirements contained in the **agreement**, immediately notify the **employer's** insurance Brokers by telephone or telefax giving the circumstances, nature and an estimate of the loss or damage or liability;

4. Complete a claims advice form, in conjunction with both the **principal agent** and the **employer** and return to the Insurance Brokers without delay;

5. Assist as required, in negotiations of the settlement of claims with the insurers through the **employer's** Insurance Brokers.

The **employer** shall have the right to make all and any enquiry on the site or elsewhere as to the cause and results of any such occurrence and the **contractor** shall give the **employer** and his insurers full facilities for carrying out such enquiries.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R

C17.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C18.0 **HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C18.1 to C18.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C18.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

C18.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

Carried to Collection R



C18.3 **POSTERS, BOOKLETS, VIDEOS, ETC.**

Provision, displaying, maintaining and replacing when necessary of plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C18.4 **ACCESS TO CONDOMS**

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C18.5 **MONITORING**

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

C19.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

Carried to Collection R

C19.1 **COVID SAFETY AND COMPLIANCE**

The contractor is to price against this item for all requirements in respect of COVID prevention, management and compliance. In this regard, the following items must as a minimum be considered when pricing and will be deemed to be included in the rate entered against this item:

a. COVID marshalls for the due enforcement of COVID policy. The required number of marshalls in order to effectively enforce COVID protocol is to be determined by the contractor in accordance with his programme of works. Marshalls are to be duly and effectively trained in the execution of their duties. In addition, marshalls must be provided with the relevant PPE and tools i.e. temperature readers, sanitiser etc. to carry out their designated function.

b. COVID related PPE - the contractor is to ensure that an ample supply of COVID specific PPE is available to the site at all times. This shall include relevant disposable masks, sanitiser, gloves (if applicable), etc. These items shall be sufficient for the contractors own staff, sub-contractors and their staff, as well as the professional team and all visitors to the site.

c. Sanitising of surfaces - a major infection risk remains the contamination of surfaces. With this in mind, the contractor will be required to sanitise all touch surfaces daily i.e. door and window handles, tools, plant controls, desks and other works surfaces, ablutions, kitchens and associated surfaces, etc.

d. COVID testing - the contractor will be required to ensure that all employees (own and subcontractor) are tested for COVID prior to the commencement of work on site.

e. Signage - the contractor shall provide and maintain COVID signage around the site and work areas.

f. Isolation areas - the contractor shall provide and maintain isolation areas for suspected COVID cases amongst the workforce.

g. Waste disposal - COVID related PPE is to be properly disposed of in demarcated areas and the contractor shall accordingly provide same facilities including marked bins, regular waste removal, etc.

h. Transportation of employees - where employees are transported to site by the contractor, he shall ensure that transport arrangements support social distancing and COVID safety.

i. Programme effects - the contractor shall consider the effect of COVID compliance and regulations i.e. social distancing on his programme and shall ensure that costs related to this are included in this item.

j. COVID Management - As part of OHS, the contractor shall ensure that COVID management and reporting are regular and accurate and that preventative or reactive measures are taken as required in order to ensure safety of all personnel on site.

The above mentioned items represent the minimum expected requirements in respect of COVID management and compliance. Tenderers shall in addition price any and all other anticipated costs against this item as no further claims in this regard will be entertained.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item  
Carried to Collection R

C22.0 **MATERIALS REQUIRED BY AMAFA - N/A**

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

C23.0 **TRAFFIC AND MUNICIPAL REQUIREMENTS**

It will be required of the Contractor to obtain the necessary local authority permissions and clearances, and to make the necessary arrangements including the employment of specialist service providers and/or personnel in for traffic diversion, road closures etc. as required for timeous delivery of materials, etc. to site. The Bidder is to price for all necessary requirements under this item .

In addition, the Contractor shall be responsible for the effective management of traffic into and out of the site for the duration of the contract and that order is generally maintained through the adequate deployment of resources including traffic cones, danger tape, temporary traffic barriers and consultation with a traffic specialist all to the approval of the principal agent

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

C24 **COMMUNITY LIAISON OFFICER (CLO).**

UTILISATION OF A COMMUNITY LIAISON OFFICER.

1. The Contractor shall allow for 2 x General Labour (GL) rate at the time of tender and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.

2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

**Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:**

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor

2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.

3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.

4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.

5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.

Carried to Collection R

6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.

7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications.

8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.

9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare and submit periodic reports as may be required by the Contractor from time to time.

10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

Tenderers are to price twice the rate of unskilled local labour rate for the Community Liaison Officer (CLO) ,all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Formal Housing.

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

#### C26.0 Domestic Sub-Contractors

Notwithstanding the relevant conditions of contract and amendments thereto in respect of domestic sub-contractors, it is a specific condition of this contract that should the contractor at any time subsequent to award of the contract elect to change or replace any specialist domestic sub-contractor in his employ, reasons for the change or replacement shall be furnished by the contractor to the principal agent, who shall, after performing a risk assessment of the proposed new specialist sub-contractor, reserve the right to reject the appointment of a new sub-contractor based on either the reasons put forward by the main contractor for removal of the previous sub-contractor, or due perceived risk as per the aforementioned risk assessment. The contractor shall be obliged to abide by the decision of the principal agent in this regard.

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

#### C27.0 Specialist Sub-Contractors

Tenderers are to price for all preliminaries related items in respect of the specialist electrical, electronics, mechanical etc. works to be carried out on this project. No further claims for same will be entertained.

Fixed:\_\_\_\_\_ Value Related:\_\_\_\_\_ Time Related:\_\_\_\_\_

Item

Carried to Collection R

## PRELIMINARIES COLLECTION

	Page	R	c
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		

[illegible]

[illegible]

## **D2.3 BILLS OF QUANTITIES**



ITEM NO.		UNIT	QUAN TITY	RATE	AMOUNT
	<b><u>BILL NO. 2</u></b>				
	<b><u>ALTERATIONS</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<u>View site</u>				
	- Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
	<u>Explosives</u>				
	- No explosives whatsoever may be used for alteration purposes unless otherwise stated				
	<u>General</u>				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent				
	<b>Carried Forward</b>				
	<b>Brought Forward</b>				

Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

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

### **TEMPORARY SUPPORT WORKS**

Temporary roofs, timber supports, etc including removal

- 1 Allowance for temporary supports, fixings, bracing, etc, where roof members have been removed. (PROVISIONAL)

m

1440

**Carried Forward**

**Brought Forward**

**REMOVAL OF EXISTING WORK**

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

- 2 - Harvey tiles, battens, fixings, etc, on roofs with pitch exceeding 25 degrees and dispose of at a dumping site to be located by the contractor and produce waste disposal certificate.

m<sup>2</sup> 192

- 3 Thatch, purlins, battens, including bolts, rods, fixings, etc. varying between 50mm and 250mm thick to a dumping site to be located by the contractor.

m<sup>2</sup> 1382

Taking down and removing roofs, floors, panelling, ceilings, partitions, etc, setting aside for re-use

- 4 - Thatch, etc. varying between 50mm and 100mm thick.

m<sup>2</sup> 538

Taking down and roofs members, including brackets, bolts, fixings, etc.

- 5 Roof members 100 - 125mm diameter. (PROVISIONAL)

m 322

- 6 Roof members 125 - 150mm diameter. (PROVISIONAL)

m 211

- 7 Roof members 150 - 175mm diameter. (PROVISIONAL)

m 128

- 8 Roof members 175 - 200mm diameter. (PROVISIONAL)

m 99

**Carried Forward**

**Brought Forward**

Stockpiling and sorting

	- Stockpiling thatch, protection from damage, etc.	m <sup>2</sup>	538		
10	Sorting / separating thatching and set aside usable thatching for later re-use.  - <u>Breaking down and removing cement mortar cappings:</u>	m <sup>2</sup>	538		
11	- Ridge capping, etc,  - <u>Taking out and removing sundry metalwork, fittings, etc</u>	m <sup>2</sup>	256,5		
12	- Steel shutter boxes form around flues.  - <b><u>MAKING GOOD OF FINISHES ETC</u></b>  - <u>Making good internal paintwork:</u>	No.	5		
13	- On walls.  - <u>Making good external paintwork:</u>	m <sup>2</sup>	55		
14	- On walls.	m <sup>2</sup>	42		
	<b>Carried Forward</b>				
	<b>Brought Forward</b>				
	<b><u>SERVICING, REPAIRING, CLEANING, ETC</u></b>				

15	Examine thatched roof covering carefully, including hips, valleys, etc and repair as necessary to obviate any leaks to leave completely watertight.	m <sup>2</sup>	538		
16	- Examine Harvey tiled roof covering carefully, including waterproofing around chimneys and pointing of ridges, hips, valleys, etc and repair as necessary to obviate any leaks to leave completely watertight.	m <sup>2</sup>	653		
17	Overhaul, adjust, service and replace fireplaces, etc to ensure proper operation to existing steel flues. (PROVISIONAL).	No.	7		
	<u>Works cleaning and clearing:</u>				
18	- Before commencing, the contractor shall remove from site all old materials, rubble, etc left behind by the previous contractor, except where specifically described as being set aside for re-use.	Item	1		
19	The contractor shall leave the works (including the work in the previous contract) in a clean and satisfactory state for use and occupation in terms of the agreement.	Item	1		
<b>Carried to final summary</b>					

ITEM NO.		UNIT	QUAN TITY	RATE	AMOUNT
	<b><u>BILL NO. 3</u></b>				
	<b><u>WATERPROOFING</u></b>				
	<b><u>PREAMBLES</u></b>				
	- The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<u>Waterproofing</u>				
	Waterproofing of roofs, basements, etc shall be laid under a ten-year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	<b><u>WATERPROOFING TO ROOFS ETC</u></b>				
	<u>One layer 4mm special polyester fully bonded waterproof membrane comprising a matrix modified with polypropylene dual reinforced with non-woven polyester cloth and glass fibre tissue, laid with 75mm side and 100mm end laps</u>				
1	Dressing and sealing around chimney flue not exceeding 400mm external diameter, including additional membrane, gussets, collars, etc	No.	27		
	<b>Carried to final summary</b>				

ITEM NO.		UNIT	QUAN TITY	RATE	AMOUNT
	<b><u>BILL NO. 4</u></b>				
	<b><u>ROOF COVERINGS, CLADDINGS, ETC</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b>SUPPLEMENTARY PREAMBLE</b>				
	Description of all roof coverings are deemed to include for all straight cuttings				
	<b><u>THATCH</u></b>				
	<u>100mm Thick thatch of hand cut grass in lengths varying from 760 to 1020mm laid in bundles of suitable size, compacted 100mm thickness and fixed by means of suitable fixing rods interlaced through and over the bundles at not exceeding 600mm centres and secured with tarred twine / galvanised wire to and including eucalyptus battens CCA treated in accordance with SANS 457-2, varying in diameter from 20 to 40mm, spaced at maximum 300mm centres generally and at closer centres nearer to eaves, including a fire-retardent interlay of multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 272g/m² and a Class I fire rating in accordance with SANS 0177-3</u>				
1	Covering to general roof slopes.	m²	1382		
2	Covering to general roof slopes including a spreadlayer to exposed soffit.	m²	30		
3	Extra over for ridges formed by extending covering above ridge level on the one roof slope, bending over and down on the opposite slope and fixing and securing as described for roof covering and repeating the process on the opposite roof slope including covering with galvanised wire bird netting 900mm girth and necessary additional fixing rods	m	20		
4	Extra over ridge capping for purpose made angle piece.	No.	264		

5	Extra over ridge capping for purpose made curved returned end piece.	No.		
<b><u>THE FOLLOWING WORKS ARE ASSOCIATED WITH INSTALLATION OF ROOF COVERING OVER THATCH COVERINGS</u></b>				
<b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>				
- <u>Harveytile Thatch Shake tile acrylic finished Alu-zinc interlocking roofing tiles colour to Principal Agents approval, overall size 1675 x 395mm wide fixed to roof pitch and profile, nailed to purlins (elsewhere measured) at 350mm centres</u>				
6	Roof covering with a pitch exceeding 25 degree.	m <sup>2</sup>	1920	
7	Circular cutting	m	50	
8	Raking cutting	m	20	
9	70mm Wide square ridge	m	264	
10	125mm Wide angle ridge	m	235	
11	170mm Wide shake trip	m	55	
12	70mm Wide square hip cap	m	464	
13	125mm Wide angle hip	m	264	
14	130mm Wide barge cover	m	256	
15	170mm Wide sidewall flashing	m	155	
16	240mm Wide cover flashing	m	125	
<b>UNDERLAY</b>				
<b><u>Coverland 3-ply undertile membrane (Code: 3ply) with joints lapped 150mm</u></b>				
17	On thatched roof.	m <sup>2</sup>	1920	
<b>Carried to final summary</b>				



ITEM NO.		UNIT	QUAN TITY	RATE	AMOUNT
	<b><u>BILL NO. 5</u></b>				
	<b><u>CARPENTRY AND JOINERY</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b><u>SUPPLEMENTARY PREAMBLE</u></b>				
	Description of all roof coverings are deemed to include for all straight cuttings				
	<u>Joinery</u>				
	Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	<b><u>STRUCTURAL TIMBERWORK ETC</u></b>				
	<u>Treated gum poles fixed in accordance with approved / recommended guidelines, methods, etc,</u>				
1	Roof members 100 - 125mm diameter. (PROVISIONAL)	m	322		
2	Roof members 125 - 150mm diameter. (PROVISIONAL)	m	211		
3	Roof members 150 - 175mm diameter. (PROVISIONAL)	m	128		

4	Roof members 175 - 200mm diameter. (PROVISIONAL)	m	99	
<b><u>ROOF CONSTRUCTION</u></b>				
<u>Sawn softwood grade 5:</u>				
5	50 x 75mm Slats bolted to existing rafters. (bolts elsewhere measured)	m	1713	
<u>Wrought hardwood 'Biligom:</u>				
6	50 x 50mm Purlins nailed.	m	2713	
7	Covering to general roof slopes including a spreadlayer to exposed soffit.	m <sup>2</sup>	30	
8	Extra over for ridges formed by extending covering above ridge level on the one roof slope, bending over and down on the opposite slope and fixing and securing as described for roof covering and repeating the process on the opposite roof slope including covering with galvanised wire bird netting 900mm girth and necessary additional fixing rods	m	171	
9	Extra over ridge capping for purpose made angle piece.	No.	264	
10	Extra over ridge capping for purpose made curved returned end piece.	No.	111	
<u>Sundries:</u>				
<u>Fumigation:</u>				
11	Fumigation of existing buildings.	Item	1	
<b><u>FITTINGS</u></b>				
<u>Countertop:</u>				
12	Granite countertop to match existing.	m <sup>2</sup>	3	
<b>Carried to final summary</b>				

ITEM NO.		UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL NO. 6</u></b>				
	<b><u>METALWORK</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b>Description</b>				
	<u>Descriptions of bolts, anchors, etc</u>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres				
	<b><u>GALVANISED STEEL</u></b>				
	- <b><u>Steel Chimney</u></b>				
	<u>Design, supply and install steel shutter box incorporating fibre cement board, fire blanket lining and wrapping around flue, cur-outs to thatching and sheeting, dressing around shutter box and sheeting, etc. to the approval of the Principal Agent</u>				
1	- Steel shutter box.	No.	10		
	<b><u>STEEL MINOR WORK</u></b>				
	<b><u>GALVANISED STEEL MINOR WORK</u></b>				
	<u>M16 galvanised steel threaded bars double bolted with MiTek 50 x 50 x 3mm square washers on both sides</u>				

2	Rods not exceeding 250mm long.	No.	544	
3	Rods not exceeding 350mm long.	No.	758	
4	Rods exceeding 250mm not exceeding 350mm long.	No.	667	

ITEM NO.		UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL NO. 7</u></b>				
	<b><u>PAINTWORK</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	Description of paintwork shall be deemed to include for all cutting in				
	<b><u>PREPARATORY WORK TO EXISTING WORK</u></b>				
	<u>Previously painted plastered surfaces</u>				
	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				
	<u>Previously painted metal surfaces</u>				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	<u>Previously painted wood surfaces</u>				
	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

### **PAINT SPECIFICATIONS**

All painting shall be done in accordance with "Client's Final chosen Colour" specifications unless otherwise described

### **COLOURS**

#### **User note**

*In the event of the colour scheme for the project not being available when required for the preparation of quantities, it is recommended that either all paintwork be described as being in the "White" colour group or that ceilings be described as being in the "White" colour group and the balance being in the "Pastel" colour group and that provision be made for other colour groups by way of "extra over" items marked "Provisional" as provided for in the measuring system (See measurement rule No. 5 under item 2: Colours). The following items are examples of such "extra over" items:*

*Extra over for paintwork on components in the "Pastel" colour group for paintwork in the "Deep" colour group (Provisional) m<sup>2</sup>*

*Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards*

### **PAINTWORK ETC TO EXISTING WORK**

#### **ON INTERNAL FLOATED PLASTER SURFACES**

One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior use

1 Walls

m<sup>2</sup>

**Carried Forward**

<b>Brought Forward</b>				
<b><u>ON EXTERNAL FLOATED PLASTER SURFACES</u></b>				
<u>One coat alkali resistant primer and two coats extremely durable UV-resistant waterbased mica reinforced fine textured acrylic paint</u>				
2	Walls	m <sup>2</sup>		
<b><u>ON PLASTERBOARD SURFACES</u></b>				
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
3	Ceilings and cornices, including priming metal cover strips and nailheads ("White" colour group)	m <sup>2</sup>		
<b><u>ON WOOD SURFACES</u></b>				
<u>Two coats oil wood primer</u>				
4	Backs of frames, linings, etc not exceeding 300mm wide	m		
<u>Two coats superior quality clear matt varnish</u>				
5	Doors	m <sup>2</sup>		
6	Door frames etc	m <sup>2</sup>		
7	Window frames	m <sup>2</sup>		
8	Skirtings, rails, etc not exceeding 300mm girth	m		
<b>Carried to final summary</b>				

ITEM NO.		UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL NO. 8</u></b>				
	<b><u>PROVISIONAL SUMS</u></b>				
	The Contractor is referred to the General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors before pricing this bill.				
	<b><u>SUPPLEMENTARY PREAMBLE</u></b>				
	Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances provisional sums are net. Provisional sums are for material and equipment supplied and installed complete by firms of specialists				
	<u>Profit</u>				
	Where stated, the contractor may allow for profit if required				
	<b><u>BUDGETARY ALLOWANCES</u></b>				
	<b><u>PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS</u></b>				
	<b><u>Structural engineer</u></b>				
1	Allow for structural engineer inspection and certification of all roofs.	Item	1		
	<b><u>ELECTRICAL, ELECTRONICAL AND MECHANICAL INSTALLATIONS</u></b>				
	<b><u>General electrical installation</u></b>				
2	Provide for general Electrical Installation and inspection and issuance of COC	Item	1		

## **ASBESTOS REMOVAL**

### **Information Board roof**

- 3 Provide an amount for the removal of the existing information board roof structure (Asbestos Material) and dispose at approved dumping site and installation of new information board roof made of harvey tiles including thatch underneath and all required trusses, brandering, etc

Item 1

- 4 Profit

Item 10%

- 5 Attendance

Item 10%

### **DEEP CARPET CLEANING**

- 6 Provide the sum of R 30 000.00 (Thirty Thousand Rand Only) for deep cleaning of existing carpets

Item 1

- 7 Profit

Item 10%

- 8 Attendance

Item 10%

**Carried to final summary**



## **C2.4 FINAL SUMMARY PAGE**

**FINAL SUMMARY****Page No****Amount**

1 Preliminaries

2 Alterations

3 Waterproofing

4 Roof coverings, claddings, etc

5 Carpentry and Joinery

6 Metalwork

7 Paintwork

8 Provisional sums

Sub Total (Incl. P&amp;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.

Sub Total (Incl. Contingencies)

**Sub-total****Value Added  
Tax****Carried to form  
of tender**

## **PART E: SCOPE OF WORKS**

## **E3.1 SCOPE OF WORKS**

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

Roof Upgrades And Associated Building Works Phase Two At Thendele Camp, Royal Natal National Park-Ezemvelo Kzn Wildlife

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

Repairs to existing thatch, removing a layer of thatch where required to make space for the installation of Harvey tiling to thatched roofs.

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

GPS coordinates for the site: 28°41'20"S 28°56'42"E.

## **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 financial detail certificate available from the employer. This form must be submitted together with a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate. Otherwise, the bank account that will be utilised to make electronic payments will be in accordance with details obtained from the contractors CSD report.

## **8. DAILY RECORDS**

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

## **9. PAYMENT CERTIFICATES**

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

## **10. PERMITS**

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

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

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

## **PART F: SITE INFORMATION**

## **F4.1 SITE INFORMATION**

## General

a) The site is located at Thendele Camp, located in Royal Natal National Park in the northern Drakensberg Mountains in KwaZulu-Natal is part of the uKahlamba Drakensberg Park, a World Heritage site. Thendele Camp has a Lower Camp and an Upper Camp about 250m apart.. GPS coordinates for the site: 28°41'20"S 28°56'42"E.

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.

