

INVITATION TO QUOTE

RFQ NUMBER:	10/02/2025
DESCRIPTION OF GOODS/SERVICE/WORK REQUIRED:	APPOINTMENT OF A THATCHING SPECIALIST COMPANY AT THENDELE CAMP, EZEMVELO KZN WILDLIFE.
REQUIRED CIDB GRADING	It is estimated that tenderers should have a CIDB contractor grading of 1 GB or higher.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	Date: Thursday, 20/02/ 2025 Time: 11:h00 Venue: Ezemvelo KZN Wildlife, Thendele camp
CLOSING DATE AND TIME:	Date: Friday ,28/02/2025 Time: 16 h00
BID VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	procurement@kznwildlife.com
FOR ATTENTION:	Nobuhle Magubane (Hlela)

NAME OF BIDDER:	
QUOTE PRICE	
BIDDERS SIGNATURE:	

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

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

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

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	10/02/2025	CLOSING DATE:	28 February 2025	CLOSING TIME:	16h00 PM
DESCRIPTION	APPOINTMENT OF A THATCHING SPECIALIST COMPANY AT THENDELE CAMP EZEMVELO KZN WILDLIFE.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS:					
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: procurement@kznwildlife.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Nobuhle Magubane		CONTACT PERSON	Ms. Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1727		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	hlelan@kznwildlife.com		E-MAIL ADDRESS	mazibukb@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 4

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 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:

.....

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 consortium¹ 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

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

SECTION M
AUTHORITY TO SIGN A BID

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

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

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

.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

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

2. VALIDITY PERIOD

The offers must remain valid for a period of 90 calendar days from the closing date of the submission of bids.

3. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

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

4. TAX MATTERS

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

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

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

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

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

5. DECLARATION OF INTEREST (SBD 4)

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

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

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

7. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

PHASE 1	PHASE 2	PHASE 3
Mandatory requirement and Completeness Screening	Mandatory requirements	Price and Preference Points System
Compliance and completeness of proposal per the set of bid conditions.	Bidders are to provide the required documents as per all mandatory requirements stipulated in this document	The bid will be evaluated in terms of Preferential Procurement Regulations, 2022.

7.1. Phase 1: Compliance and completeness screening

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

7.2. Phase 2: Mandatory requirements

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

NOTE: It is MANDATORY for the Bidder to submit relevant documentation in respect of the below and failure to do so

will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

Bidders are to provide full and accurate answers to all mandatory questions posed in this document and are required to explicitly state "Comply" or "Do not comply" (with a ☐ or an X) regarding compliance with the requirements.

WITH "X" UNDER APPROPRAITE COLUMN TO INDICATE COMPLIANCE WITH MANDOTORY REQUIREMENTS AND SUBMIT RELEVANT PROOF THEREOF			
No.	Requirements	Comply	Non-Comply
1.	Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 1GB or higher.		

2.	Relevant Experience 3 projects of similar nature (thatching) with a value of above R200 000 within the last past 5 years. Evidence of similar work(thatching) submit with at least minimum of three (3) thatching projects which must be supported by: 1.Signed letters of appointments or purchase order. 2.Completion Certificates for the same letter of appointment or Purchase Order submitted with contactable references.		
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7.3. Phase 3: Preference Point System

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

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

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

CHECKLIST: COMPILATION OF BID DOCUMENT

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

C1.1 CONTRACT DATA

CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

The Conditions of Contract are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	APPOINTMENT OF A THATCHING SPECIALIST COMPANY AT THENDELE CAMP, EZEMVELO KZN WILDLIFE
Reference number	BID NUMBER:
Works description	THATCHING REPAIRS TO COTTAGES AT THENDELE CAMP OF EZEMVELO KZN WILDLIFE

A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	N/A
Site address	Thendele Camp, Royal Natal National Park
Local authority	uThukela District

A 3.0 Employer [1.1]

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

A 5.0 Agent [1.1; 6.2]

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

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

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

Currency applicable to this agreement [3.2]	South African Rands (R)
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
JBCC Engineering General Conditions are to be included in the contract documents:	NO
Documents comprising the agreement	Page numbers
The JBCC [®] Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC [®] Principal Building Agreement - Contract Data , Edition 6.2 May 2018	1 to 14
The JBCC [®] General Preliminaries for use with the JBCC [®] Principal Building Agreement, Edition 6.2 May 2018	1 to 19

Contract drawings – description	Number	Revision	Date
N/A			

B 5.0 Employer's agents [6.0]

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

B 6.0 Insurances [10.0]

Insurances by Contractor			
Yes/no?	YES		
Contract works insurance[10.1.1; 10.2]:			Contract works insurance to be affected by the contractor To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim
Supplementary insurance [10.1.2; 10.2]			Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
Public liability insurance [10.1.3; 10.2]			Public liability insurance to be affected by the contractor ☒ For the sum of R 5 million With a deductible not exceeding 5% of each and every claim
Removal of lateral support insurance [10.1.4; 10.2]			N/A
Other insurances [10.1.5]			N/A
Yes/no?		If yes, description 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 contractor [12.1.3]		Yes/no?	YES
If yes, description	Refer to Environmental Management Plan		
Restrictions to the site or areas that the contractor 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 free issue [12.1.10]		Yes/no?	NO
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	NO	If yes, description of specialization N
Specialisation 1	N/A	

B 9.0 Selected subcontractors [15.0]

Yes/no?	NO	If yes, description of specialisation
Specialisation 1	N/A	

B 10.0 Direct contractors [16.0]

Yes/no?	NO	If yes, description of extent of work
Extent of work [12.1.11]	N/A	

B 10.0 Description of sections [20.1] – Not Applicable

Section 1		
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section		Remainder of the works

B 11.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole 3 months	Intended date of possession of the site [12.1.5]	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]
	Date	working days	Period in months	Penalty amount per calendar day (excl. tax)
	To be Advised on Award	7 Days	To be Determined per site	R 1 000.00

- Period for the commencement of the works after the contractor takes possession of the site: Ten (10) working days.
- For the works as a whole:

The date for practical completion shall be determined from the commencement date and the penalty per calendar day shall be R 1 000.00 excluding VAT.

Defects liability period [21.0]:

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

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	By the 20 th of every month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	NO		
If yes, method to calculate			

B 13.0 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 14.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	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]	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 - defects - details of previous contract(s) [P3.2]	N/A
Inspection of adjoining properties - details [P3.3]	N/A
	N/A

Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - 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 contractor	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 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 employer	No	
	By employer – metered	No	
Electricity [P8.2]	By contractor	Yes	
	By employer	No	
	By employer – metered	No	
Ablution and welfare facilities [P8.3]	By contractor	Yes	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 employer	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 works - specific requirements [P11.1]	The contractor shall erect, maintain, and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the work, the public and others. Adequate protection of the works must be ensured by the contractor as the site is within a game/nature reserve.
Protection / isolation of existing works and works occupied in sections - 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 15.0 Changes made to JBCC[®] documentation

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

"**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.

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 estoppel against a party in respect of any of its rights in terms of 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 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**.

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 assessment.

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.

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.

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.

CESSION AND ASSIGNMENT

Clause 4.0

DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

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.

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.

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.

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**.

INSURANCE AND SECURITIES

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.

INDEMNITIES

Clause 9.0

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.

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**.

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:

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

SECURITY

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

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

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**.

EXECUTION

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**.

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**.

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**.

EXECUTION

OBLIGATION OF THE PARTIES

Clause 12.0

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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**.

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.

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

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.

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 affected.

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**.

EMPLOYER'S DIRECT CONTRACTORS

Clause 16.0

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).

COMPLETION

INTERIM COMPLETION

Clause 18.0

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

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. 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 galvanizing 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**.

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

COMPLETION IN SECTIONS - NA

Clause 20.0

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**.

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.

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.

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**.

PENALTY FOR LATE AND NON-COMPLETION

Clause 24.0

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.

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.

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.

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.

SUSPENSION AND TERMINATION

SUSPENSION BY THE CONTRACTOR

Clause 28.0

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

(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

DISPUTE RESOLUTION

Clause 30.0

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

C TENDER CLOSING

Tender Closing Date	TBA	Time	11:00
Tender Submission Address	Ezemvelo KZN Wildlife Head Office, Queen Elizabeth Park, No.1 Peter Brown Drive, Montrose, Pietermaritzburg, 3202		

D TENDERER'S SELECTIONS

D 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B ☐

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

D 2.0 Contractor's annual holiday periods during the construction period

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

D 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B ☐

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

Payment methods

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

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

D 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B ☐

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

Provision of particulars

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

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

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

Failure to provide particulars within the period stated

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

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project:

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

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

1.2 Purpose of the Pre-construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

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

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

2.2 Interpretations

2.2.1 Application

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

2.2.2 Definitions

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

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

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

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

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

2.3.3 Competency for Contractor's Appointed Competent Persons

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

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

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

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

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

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

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

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

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committees

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

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

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

2.3.16 Hazards and Potential Situations

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

2.3.17 Personal Protective Equipment (PPE) and Clothing

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

- Lost or stolen;
- Worn out or damaged.

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

2.3.18 Occupational Health and Safety Signage

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

2.3.19 Permits

Permits may include the following:

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

2.3.20 Contractors and Sub-contractors

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

2.3.21 Incentives and Penalties

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

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

2.4 Physical Requirements

2.4.1 Demolition Work

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

2.4.2 Excavations, Shoring, Dewatering or Drainage

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

The Contractor shall make sure that:

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

2.4.3 Edge Protection and Penetrations

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

2.4.4 Explosives and Blasting

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

2.4.5 Piling

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

2.4.6 Stacking of Materials

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

2.4.7 Speed Restrictions and Protection

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

2.4.8 Hazardous Chemical Substances (HCS)

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

2.4.9 Asbestos

Not applicable

2.5 Plant and Machinery

2.5.1 Construction Plant

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

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2014). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are

to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

2.5.2 Pressure Equipment Regulations and Gas Bottles

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

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

2.5.3 Fire Extinguishers and Fire Fighting Equipment

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

2.5.4 Hired Plant and Machinery

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

2.5.5 Scaffolding / Working at Heights

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

2.5.6 Formwork and Support work for Structures

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

2.5.7 Lifting Machines and Tackle

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

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

2.5.8 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

2.5.9 General Machinery

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

The Contractor shall consider the following:

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

2.5.11 High Voltage Electrical Equipment

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

2.5.12 Public and Site Visitor Health & Safety

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

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

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

2.5.13 Night Work

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

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.6 Occupational Health

2.6.1 Occupational Hygiene

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

2.6.2 Welfare Facilities

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

2.6.3 Alcohol and other Drugs

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

Project name:
Date:

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

Project:

ANNEXURE A

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

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

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

Project:

ANNEXURE B

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

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 8.7	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times.

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

OTHER REQUIREMENTS

Project:

ANNEXURE C

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

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Toolbox Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: - Incidents / accidents and investigations - Non-conformances by employees & contractors - Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: - Scaffolding - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- Fire fighting equipment - Portable electrical equipment - Ladders - Lifting equipment/slides	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatary Agreement	Ongoing	Table a report of all signed up Mandataries.	

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - a) From my own competent resources as detailed in 4(a) hereafter: ***Yes/No**
 - b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes/No**
 - c) From outside sources by appointment of competent specialist subcontractors as detailed in 3(c) hereafter: ***Yes/No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract)

- a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractors:

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

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

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

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

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

SIGNATURE:
.....

DATE:

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

RESERVE RULES FOR CONTRACTORS

1. No person may leave or enter the Protected Area after set Gate closing hours without authorisation from the Officer in Charge or responsible Park Manager (OIC) of the Protected Area. The Gate opening and closing times may be seasonal and must be strictly adhered to.
2. No person may enter or exit the Protected Area except through an agreed designated point but, irrespective of whether or not a designated point is used the person will be bound by these Rules.
3. Should the Contractor wish to enter the Protected Area for business purposes after hours, this must be pre-arranged with the OIC of the Protected Area and the necessary authority obtained in advance. There shall be no after-hours access for private purposes.
4. Night driving in the Protected Area is prohibited unless on official business with appropriate prior authority from the OIC of the Protected Area.
5. No vehicle may leave the designated roads without the express permission of the OIC of the Protected Area.
6. Access to the Protected Area and construction sites within the Protected Area shall be by official work vehicles. No children shall be permitted entry to the construction areas.
7. All construction related activities must be conducted in accordance with the Reserve Rules, applicable legislation and the care due to a Protected Area.
8. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access). The lead contractor will be held responsible for subcontractors and their staff, although this does not prevent legal action being taken directly against the perpetrators.
9. Staff and subcontractors may be refused entrance from the Protected Area should they fail to comply with the EMP, 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.

C1.2 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: TBA , for the New 2 x 6 Bed Staff Accommodation units at Mpila Camp Imfolozi Game Reserve (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

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 2016)

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: **TBA**), for (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

C2.1 PRICING INSTRUCTIONS

PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

BID NUMBER: EKZNW 10/2023/24.

APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THENDELE CAMP AT 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 cognisance of in the pricing data.

2. PRICING INSTRUCTIONS AND NOTES

(a) BILLS OF QUANTITIES

The **bills of quantities** forms 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 Standard Preambles, SP1-SP74, the Supplementary Preambles SUP1-SUP5), all Architectural and Engineering specifications, the geotechnical report, OHS and HIV specifications, the drawings, 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.

BILL OF QUANTITIES

Re-thatching of Cottages at Thendele Camp, Royal Natal National Park					
Item No.	Description	Unit	Qty	Rate	Amount
	ALTERATIONS				
	STANDARD PREAMBLES				
	The Tenderer is referred to the "General Preambles for Trades 2017 and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	SUPPLEMENTARY PREAMBLES				
	<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>General</u>				
	Old materials from alterations except where described to be re-used or handed over, as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site.				
	The contractor will be held solely responsible for any injury to persons, damage to property and for the safety of the structure throughout the duration of the Contract and must make good at his own expense any damage that may occur.				
	Any existing work damaged or disturbed through alterations, etc. shall be made good with all necessary new materials to match existing and left complete and perfect in every respect to the satisfaction of the Representative/Agent.				
	All floors, doors, windows, fittings, etc must be adequately protected from damage during the progress of the works and any damage resulting from the building work must be made good by the contractor at his own expense.				

	The contractor must not remove or interfere with any furniture, furnishings, fittings or similar moveable articles belonging to the Client and must give adequate notice to the Representative/Agent if the removal of any such articles from parts of the building to be altered are necessary, so that they may have same removed before the contractor commences work.				
	Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately 500m to store and handed over to the employer.				
	REMOVAL OF EXISTING WORK INCLUDING MAKING GOOD TO EXISTING				
1	<u>Take down, removing and setting aside to hand over to the Resort Manager:</u>				
1.1	Tarpaulin cover on top of roof.	Item	2		
2	<u>Take down and removing:</u>				
2.1	Timber members including steel rods.	Item	2		
	RE-THATCH				
3	<u>Take off and remove existing thatch roof covering to entire roof including ceiling thatch. Replace laths as required and rethatch with 200mm thick thatch fixed to and including 25-32mm diameter CCA treated intingu laths spaced at maximum 200mm centres generally and 100mm at ridges and eaves covering to general roof slopes including spreadlayer to exposed soffit. New ceiling thatch to have overlaps lining behind laths. Re-use existing valley liners where used.</u>				
3.1	Cottage 1	m2	260		
3.2	Cottage 2	m2	260		
	RIDGE CAPPING				
4	<u>Hack off and remove concrete ridge capping, complete with waterproofing covering and thatch underlay, and construct new concrete ridge capping, complete with 1.8mm x 50mm x 50mm GMS welded mesh reinforcing, waterproofing covering and thatch underlay, all to match existing.</u>				
4.1	Cottage 1	m	20		

4.2	Cottage 2	m	20		
	WIRE MESH				
5	<u>Fit new 13mm x 13mm x 600mm GMS Chicken wire mesh to gable ends.</u>				
5.1	Cottage 1	m	20		
5.2	Cottage 2	m	20		
	VALLEY LINERS				
6	<u>Fit new 600mm wide aluminium valley liners</u>				
6.1	Cottage 1	m	24		
6.2	Cottage 2	m	24		
	SUB - TOTAL				
7	PRELIMINARIES AND GENERAL				
7.1	Allow a 5% percentage amount of the works (Sub-Total) for Preliminaries and General. (as per JBCC Ed 6.2)	Item	5%		
	JBCC CONTRACT DOCUMENTS				
7.2	Allow for one set of JBCC Ed. 6.2 contract documents, including the Principal Building Agreement and Contract Data documents.	Item	1	R1 500,00	
7.3	Allow 5% for CONTINGENCIES against the works (Sub-Total) to be used as directed by EKZNW Technical Services Official and to be deducted in whole or in part if not required.		5%		
	TOTAL				
	ADD 15% V.A.T		15%		
	TOTAL Carried to Form of Tender				

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

THENDELE NATURE RESERVE: Thatching Repairs at Thendele Camp

2. EXTENT OF THE WORKS

Removal and set aside tarpaulin, to use as cover while working on the roof.

Hand back the tarpaulin after completion to the resort.

Removal of timber battens fasten with steel rods on top of the thatch and dispose as per resort instructions.

Removal of the existing thatch and install new thatching to the two cottages.

3. LOCATION OF THE WORKS

GPS co-ordinates for the site: 28°42'36.36"S 28°56'03.73"E

4. CERTIFICATION BY RECOGNIZED BODIES

No certificates are required.

5. SERVICES TO BE PROVIDED

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

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

7. ELECTRONIC PAYMENTS

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

8. DAILY RECORDS

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

9. PAYMENT CERTIFICATES

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

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

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.

Site Information

General

a) Thendele camp, located in northern Drakensberg mountains in KwaZulu-Natal is part of the uKhahlamba Drakensberg park, a world heritage site. Thendele Camp has a lower camp and upper camp about 250m apart.

b) Site is a live environment and 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.

