

INVITATION TO QUOTE

RFQ NUMBER:	EKZNW 19/06/25
DESCRIPTION OF WORK REQUIRED:	SUPPLY, INSTALLATION, REPAIRS, AND COMMISSIONING OF AIR-CONDITIONERS FOR HILLTOP CAMP, HLUHLUWE IMFOLOZI PARK.
REQUIRED CIDB GRADING	IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING OF 2 ME OR HIGHER.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	DATE: 27 June 2025 TIME: 11h00 VENUE: Hilltop Camp, Hluhluwe Imfolozi Park
CLOSING DATE AND TIME:	04 July 2025 11:00am
VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	✓ Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. <u>Failure to send to the above email address will result in your bid being disqualified.</u> ✓ Please state the RFQ number as the reference number on the subject line when responding to the RFQ. ✓ Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid. ✓ Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file (Zip file). Submission of more than one E-MAIL will result in your bid being disqualified.
FOR ATTENTION:	Mr. Mfundo Shezi

NAME OF BIDDER:	
QUOTE PRICE	
QUOTE PRICE IN WORDS	
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. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
7. Any alteration made by the bidder must be initialed.
8. 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.
9. Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.
10. **Please state the RFQ number as the reference number on the subject line when responding to the RFQ.**
11. Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.
12. Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.
13. It is the bidder's responsibility to keep track of the status of the bid on platforms that were used to advertise the bid e.g. E-Tender and CIDB.

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.**

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
 REPRESENTS (state name of bidder)CSD Registration
 Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE

RFQ NUMBER:	EKZNW 19/06/25	CLOSING DATE:	04 July 2025	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY, INSTALLATION, REPAIRS, AND COMMISSIONING OF AIR-CONDITIONERS FOR HILLTOP CAMP, HLUHLUWE IMFOLOZI PARK.				

BID RESPONSE DOCUMENTS MUST BE E-MAILED TO BELOW ADDRESS:

Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.

Please state the RFQ number as the reference number on the subject line when responding to the RFQ.

Only Quotations submitted in a **PDF format** will be considered and failure to comply will invalidate your bid.

Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Mfundo Shezi	CONTACT PERSON	Thobane Dlamini
TELEPHONE NUMBER	033 845 1727	TELEPHONE NUMBER	033 845 1913
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	shezim@kznwildlife.com	E-MAIL ADDRESS	dlaminith@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]
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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 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....
.....

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

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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	05		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are women.	05		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are youth.	05		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
Geographical Location: (Enterprises located in uMkhanyakude or Zululand or King Cetshwayo)	05		Proof of business address in the form of utility bill / letter from the ward councilor / lease agreement.

DECLARATION WITH REGARD TO COMPANY/SPV

2.1 Name of company/SPV.....

2.2 Company registration number:

2.3 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the Joint Building Contract Committee (JBCC) Principal Building Agreement Edition 6.2 of May 2018 and the following applicable other Special Conditions of Contract.

2. BACKGROUND

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

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

3. EVALUATION PHASES

The bid shall be evaluated in three (3) phases, the details of the evaluation stages are outlined below:

Phase 1: Administrative Compliance:

- a. The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
- b. The bidder has made the necessary disclosures on SBD4.
- c. The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they are the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. (Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).
- d. Bid documents must be properly received on the bid closing date and time specified on the invitation.
- e. 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.
- f. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit separate TCS.
- g. The bid document must be fully completed, dated, and signed. All signatures must be original.
- h. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 221 126 anytime

Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

- i. The bidder or any of its directors/shareholders are not restricted from doing business with the government in terms of SCM Practice Note 05 of 2006.
- j. Compulsory briefing of meeting attendance.

Phase 2: Mandatory Requirements

a. CIDB registration

Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a class of 2 ME or Higher construction works are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- i. every member of the joint venture is registered with the CIDB.
- ii. the lead partner has a contractor grading designation in the **2 ME, or Higher** class of construction works; and
- iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2 ME or Higher** class of construction works or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

- b. It is the responsibility of the bidder to keep the status on CIDB active throughout the bidding process (advert till award stage).

NO.	REQUIREMENTS	COMPLY	DO NOT COMPLY
1.	It is estimated that tenderers should have a CIDB contractor grading of 2 ME or higher, Provide contractor registration service number (CRS No): _____		

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

NO.	REQUIREMENTS	COMPLY	DO NOT COMPLY
1.	<u>Human Resource Experience</u> The company must allocate resources with substantial expertise in the installation, repair, and maintenance of air conditioning and refrigeration systems. A solid grasp of both electrical and mechanical concepts is essential for these individuals to ensure efficient installation and repairs. Bidder must submit a CV and qualifications or trade test for the registered artisan, either as an electrician or a millwright.		

Relevant Experience Provide two (2) Appointment letters or Purchase orders from previous clients confirming similar work experience in Air-conditioners/Mechanical Work conducted in the last 10 years, with a value of R 100 000.00 or more. PROOF OF PROJECTS MUST BE SUPPORTED BY: Signed award letters or purchase orders from the awarding institution or clients, and signed completion certificates or reference letters from the awarding institution or clients. NB: Signed award letters or purchase orders and completion or references should be for the same project.		
---	--	--

Phase 3: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof. The specific goals for the tender and points claimed are indicated by the table indicate on the SBD 6.1.

POINTS FOR PRICE	SPECIFIC GOAL
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender	At least 51% of Black owned enterprise. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof.
	At least 51% owned by Black people who are women. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof.
	At least 51% owned by Black people who are youth. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof.
	Geographical Location: Proof of business address must be submitted in the form of the following utility bill / letter from the ward councilor / lease agreement.

4. AWARD OF CONTRACT

Ezemvelo KZN Wildlife reserves the right to either appoint more than one bidder and/or NOT to make an appointment. The Entity also reserves its right to negotiate the final price of those bids deemed technically compliant.

5. QUOTATION SUBMISSION

Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. **Failure to send to the dedicated email address will result in your bid being disqualified.** Please state the RFQ number as the reference number on the subject line when responding to the RFQ. **NB: Only Quotations submitted in a PDF format will be considered for evaluation and failure to comply will invalidate your bid.** Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified. Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.

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

SUPPLY, INSTALLATION, REPAIRS, AND COMMISSIONING AIR-CONDITIONERS FOR HILLTOP CAMP, HLUHLUWE IMFOLOZI PARK.

T1.2 Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
---------------	-------------

Part C1: Agreements and contract data

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

Part C2: Pricing data

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

Part C3: Scope of work

- C3.1 General specifications

Part C4: Site information

- C4.1 Site information

THE CONTRACT

PART C1: AGREEMENT AND DATA

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND
ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE (PRO FORMA).

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

T2.21 - FORM OF OFFER AND ACCEPTANCE**OFFER**

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

SUPPLY, INSTALLATION, REPAIRS, AND COMMISSIONING AIR-CONDITIONERS FOR HILLTOP CAMP, HLUHLUWE IMFOLOZI PARK

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

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

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

Amount (in words):	
Amount in figures:	R

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

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

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. Subject:
Details:

1.1.4. Subject:
Details:

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

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

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

JBCC®

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

Application of JBCC® agreements

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

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

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

Endorsement of JBCC® agreements

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

Warning!

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

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

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

Disclaimer

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

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Supply, Installation, Repairs, and Commissioning Air-Conditioners for Hilltop Camp, Hluhluwe Imfolozi Park
Reference number	
Works description	Removing old and defective air-conditioners and supply, install and commission new air-conditioners.

A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	Hluhluwe
Site address	Hilltop Camp, Hluhluwe Imfolozi Park
Local authority	Big 5 Hlabisa

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Ezemvelo KZN Wildlife		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Mr Thobane Dlamini		
E-mail	dlaminith@kznwildlife.com	Telephone number	033 845 1913
Mobile number	n/a		
Postal address	P O Box 13053, Cascades		
	Pietermaritzburg	Postal code	3202
Physical address	1 Peter Brown Drive, Montrose		
	Pietermaritzburg	Postal code	3201

A 4.0 Principal agent [1.1]

Name	N/A		
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

B CONTRACT INFORMATION

B 1.0 Definition [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work 7 th Edition
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B 2.0 Law, regulations and notices

Law applicable to the works, state country [2.1]	South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this Agreement [3.2]	ZAR
--	-----

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]	1

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 for Organs of State and other Public Sector Bodies, 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 7

Contract drawings – description	Number	Revision	Date

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]

--

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.2]

--

B 6.0 Insurances [10.0]

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

and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Yes/no?	Yes			
	New works [10.1.1] (contract sum or amount)		Not Applicable	
or	Works with practical completion in sections [10.2] (contract sum or amount)		Not Applicable	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		Contract Sum + 20%	R20,000
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		Not Applicable	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		Not Applicable	
	Escalation, professional fees and reinstatement costs if not included above		Not Applicable	
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2]			R 1,000,000	R10,000
Public liability insurance [10.1.3]			R 5,000,000	R20,000
Removal of lateral support insurance [10.1.4]			Not Applicable	
Other insurances [10.1.5]: Refer B17.0			Not Applicable	
Yes/no?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/no?	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	The buildings will be occupied, but the contractor needs to ensure that his/her site is demarcated in order not to interfere with the operations of the occupants.		
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	Normal working hours. Work with high volume of noise that may disturb the rest of the operations in the building will need to be executed after hours or weekends.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	Yes
If yes, description	All services uncovered on site will not be moved and/or terminated without a prior approval of the Principal Agent. All natural features that are on site will not be moved or terminated without the prior approval from the environmental office as per the environmental management plan.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	All areas outside the area of work.		
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 specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

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

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	Not Applicable	
Section 2		
Section 3		
Section 4		
Section		Remainder of the works

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

Practical completion for the works as a whole	Intended date of possession of the site Refer to B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		7 days	4 calendar months after site handover	R1500 per day

or where **sections** are applicable

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

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

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	No
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping		
	13.1		
	13.2		
	13.3		
	13.4		
	13.5		
	13.6		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25 th of the month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Adjudication Board of South Africa		
Applicable rules for adjudication [30.6.2]	As per Adjudicator		
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	Association of Arbitrators
Applicable rules for arbitration [30.7.5]	As per Arbitrator		

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Yes/ No?	No	
Availability of construction information [P2.3]		Yes/ No?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not applicable		
Previous work - defects - details of previous contract(s) [P3.2]		Applicable		
Inspection of adjoining properties - details [P3.3]		Applicable		
Handover of site in stages - specific requirements [P4.1]		Not Applicable		
Enclosure of the works - specific requirements [P4.2]		Applicable		
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable		
Existing premises occupied - details [P4.5]		Applicable		
Services - known - specific requirements [P4.6]		Applicable		
Water [P8.1]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	No	
Electricity [P8.2]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	

Communication facilities - specific requirements [P8.4]	Applicable
Protection of the works - specific requirements [P11.1]	Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Applicable
Disturbance - specific requirements [P11.5]	Applicable
Environmental disturbance - specific requirements [P11.6]	Applicable

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

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

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

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

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

6.0 Employer's Agents

Add the following as 6.7:

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

9.0 Indemnities

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

10.0 Insurances

Add the following as 10.1.5.1:

Hi Risk Insurance

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

10.1.5.1.1 Damage to the works

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

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

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

19.0 Practical Completion

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

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where ...

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

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

C TENDERER'S SELECTIONS

C 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

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

Year 1 contractor's annual holiday period	start date	15/12/2025	end date	09/01/2026
Year 2 contractor's annual holiday period	start date	11/12/2026	end date	08/01/2027
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

A

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

Payment methods

Option A	The 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

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

A

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

Provision of particulars

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

Option A	An allocation of the 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: Supply, Installation, Repairs, and Commissioning Air-Conditioners for Hilltop Camp, Hluhluwe Imfolozi Park

TABLE OF CONTENTS	Pages
1. Introduction and Background	4
1.1 Background to the Pre-construction Health and Safety Specification	
1.2 Purpose of the Pre-construction Health and Safety Specification	
1.3 Implementation of the Pre-construction Health and Safety Specification	
2. Pre-construction Health and Safety Specification	4
2.1 Scope	
2.2 Interpretation	
2.2.1 Application	
2.2.2 Definitions	
2.3 Minimum Administrative Requirements	
2.3.1 Notification of Intention to Commence Construction Work	
2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site	5
2.3.3 Competency for Contractor's Responsible Persons	
2.3.4 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993	
2.3.5 Occupational Health and Safety Policy	
2.3.6 Health and Safety Organogram	
2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment	
2.3.8 Health and Safety Representative(s)	6
2.3.9 Health and Safety Committee(s)	

2.3.10	Health and Safety Training	
2.3.10.1	Induction	
2.3.10.2	Awareness	
2.3.10.3	Competency	
2.3.11	General Record Keeping	
2.3.12	Health & Safety Audits, Monitoring and Reporting	
2.3.13	Emergency Procedures	7
2.3.14	First Aid Box and First Aid Equipment	
2.3.15	Accident / Incident Reporting and Investigation	
2.3.16	Hazards and Potential Situations	
2.3.17	Personal Protection Equipment and Clothing	
2.3.18	Occupational Health and Safety Signage	
2.3.19	Permits	8
2.3.20	Sub-contractors	
2.3.21	Incentives and Penalties	
2.4	Physical Requirements	8
2.4.1	Demolition Work	
2.4.2	Excavations, Shoring, Dewatering or Drainage	
2.4.3	Edge Protection and Penetrations	
2.4.4	Explosives and Blasting	
2.4.5	Piling	9
2.4.6	Stacking of Materials	
2.4.7	Speed Restrictions and Protection	
2.4.8	Hazardous Chemical Substances (HCS)	
2.4.9	Asbestos	
2.5	Plant and Machinery	9
2.5.1	Construction Plant	
2.5.2	Vessels under Pressure (Gas bottles including Operations)	
2.5.3	Fire Extinguishers and Fire Fighting Equipment	

2.5.4	Hired Plant and Machinery	10
2.5.5	Scaffolding / Working on Heights	
2.5.6	Falsework for Structures	
2.5.7	Lifting Machine and Tackle	
2.5.8	Ladders and Ladder work	
2.5.9	General Machinery	
2.5.10	Portable Electrical Tools / Explosive Power Tools	11
2.5.11	High Voltage Electrical Equipment (Not maintained by CDC)	
2.5.12	Public Health and Safety	
2.5.13	Night Work	
2.5.14	Facilities for Safekeeping and Eating Areas (Mess Area) for workers	
2.5.15	Transport of Workers	
2.6	Occupational Health	12
2.6.1	Occupational Hygiene	
2.6.2	Welfare Facilities	
2.6.3	Alcohol and Other Drugs	
3.	Annexure A	13
	Task Completion Form	
4.	Annexure B	14
	Principal Contractor's Responsible Persons	
5.	Annexure C	16
	Other Requirements	
6.	Annexure D	17
	Initial Hazard Identification and Risk Assessment	
7.	Annexure E	23
	Acknowledgement of Receipt of Document	

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

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

1.2 Purpose of the Pre-construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

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

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

2.2 Interpretations

2.2.1 Application

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

2.2.2 Definitions

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

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

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

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

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

2.3.3 Competency for Contractor's Appointed Competent Persons

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

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

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

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

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

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

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

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

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committees

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

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

2.3.10 Health and Safety Training

2.3.10.1 Induction

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

2.3.10.2 Awareness

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

2.3.10.3 Competency

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

2.3.11 General Record Keeping

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

2.3.12 Health & Safety Audits, Monitoring and Reporting

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

2.3.13 Emergency Procedures

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

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

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

2.3.14 First Aid Boxes and First Aid Equipment

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

2.3.15 Accident / Incident Reporting and Investigation

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

2.3.16 Hazards and Potential Situations

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

2.3.17 Personal Protective Equipment (PPE) and Clothing

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

- Lost or stolen;
- Worn out or damaged.

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

2.3.18 Occupational Health and Safety Signage

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

2.3.19 Permits

Permits may include the following:

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

2.3.20 Contractors and Sub-contractors

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

2.3.21 Incentives and Penalties

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

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

2.4 Physical Requirements

2.4.1 Demolition Work

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

2.4.2 Excavations, Shoring, Dewatering or Drainage

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

The Contractor shall make sure that:

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

2.4.3 Edge Protection and Penetrations

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

2.4.4 Explosives and Blasting

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

2.4.5 Piling

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

2.4.6 Stacking of Materials

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

2.4.7 Speed Restrictions and Protection

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

2.4.8 Hazardous Chemical Substances (HCS)

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

2.4.9 Asbestos

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

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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.

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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: Installation, Commissioning and Servicing of Air conditioners For Hilltop Camp, Hluhluwe Imfolozi Park

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

Project: Supply, Installation, Repairs, and Commissioning Air-Conditioners for Hilltop Camp, Hluhluwe Imfolozi Park

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	OHSA 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 (Tool Box 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/slings	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Manadatory Agreement	Ongoing	Table a report of all signed up Mandataries.	

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

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

.....
.....

.....
.....

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

Name of proposed subcontractors:

.....

.....
.....

.....
.....

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

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

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

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

SIGNATURE:

DATE:

.....

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

RESERVE RULES FOR CONTRACTORS

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

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

17. No one may damage, hurt or endanger any animal, human being, plant or property of Ezemvelo KZN Wildlife. No animal or plant may be disturbed, removed or harmed. No rocks may be defaced. It is forbidden to feed the animals.
18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.
19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.
20. Designated toilets must be provided and only these may be used for ablutions.
21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.
22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.
23. No animals are to be brought to site or into the Protected Area. No pets are permitted.
24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.
25. Advertising or trading within the Protected Area is not allowed.
26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.
27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.
28. Night lighting must be appropriate and directed towards the construction works.
29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.
30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.
31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.
32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.
33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

PART C2: PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

PRELIMINARIES

SECTION 1

PRELIMINARIES

MEANING OF TERMS “TENDER / TENDERER”

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

PRELIMINARIES

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

PRICING OF PRELIMINARIES

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

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

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

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

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0 DEFINITIONS AND INTERPRETATION

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

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

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

Carried to Collection R

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 1 is amended by the addition of the following:

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

Carried to Collection R

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

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

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

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

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

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

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

Carried to Collection R

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A3.0 OFFER AND ACCEPTANCE

Clause 3.0

Clause 3.2 is amended by replacing it with the following

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

Fixed: _____ Value related: _____ Time related: _____

Item

A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Fixed: _____ Value related: _____ Time related: _____

Item

A5.0 DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

Carried to Collection R

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

Fixed: _____ Value related: _____ Time related: _____

Item

A6.0 EMPLOYER'S AGENTS

Clause 6.0

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

Fixed: _____ Value related: _____ Time related: _____

Item

A7.0 DESIGN RESPONSIBILITY

Clause 7.0 : DESIGN RESPONSIBILITY

Clause 7.1 is amended by the addition of the following:

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

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

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

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

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

Carried to Collection R

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

Fixed: _____ Value related: _____ Time related: _____

Item

INSURANCE AND SECURITIES

A8.0 WORKS RISK

Clause 8.0

Clause 8.5.1 is amended to read as follows:

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

Fixed: _____ Value related: _____ Time related: _____

Item

A9.0 INDEMNITIES

Clause 9.0

Fixed: _____ Value related: _____ Time related: _____

Item

A10.0 INSURANCES

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

10.11.1 Damage to the Works

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

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

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

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

Carried to Collection R

10.12 Injury to Persons or loss of or damage to Properties

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

10.13 High risk insurance

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

Carried to Collection R

10.13.1 Damage to the works

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

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

10.13.2 Injury to persons or loss of or damage to property

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

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

10.13.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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

Fixed: _____ Value related: _____ Time related: _____

Item

A11.0 **SECURITY**

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

Carried to Collection R

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Carried to Collection R

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

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

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

Fixed: _____ Value related: _____ Time related: _____ **Item**

EXECUTION

A12.0 OBLIGATION OF THE PARTIES

Clause 12.0

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

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

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

The security selected in terms of 11.0, as amended

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

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

Carried to Collection R

Clause 12.0 is amended by the addition of the following:

12.4 Programme

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

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

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

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

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

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

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

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

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

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

Carried to Collection R

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A13.0 SETTING OUT OF THE WORKS

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A14.0 NOMINATED SUBCONTRACTORS

Clause 14.0

Clause 14.1.5 is amended by replacing it with the following:

No clause

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

A15.0 **SELECTED SUBCONTRACTORS**

Clause 15.0

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

Clause 15.1.5 is deleted and replaced by the following :-

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

Clause 15.0 is amended by the addition of the following:

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

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

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1 is amended by the addition of the following:

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

COMPLETION**A18.0 INTERIM COMPLETION**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

A19.0 PRACTICAL COMPLETION

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

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

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

(i) Access to all Areas

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

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

ii) External Facades

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

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

Carried to Collection R

iii) Security

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

iv) Electrical

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

v) Plumbing installation

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

vi) External sewer, drainage and storm water connection

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

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

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

Carried to Collection R

viii) General

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

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

ix) Structural/Civil Works

Clause 19 is amended by the addition of the following:

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

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

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

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

- a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.
- b) A certificate from the contractor that the National Building Regulations have been complied with.
- c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.
- d) Electrical certificates of compliance.
- e) Lightning protection certificates of compliance
- f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.
- g) Certificate/s of compliance in respect of termite proofing
- h) Waterproofing guarantee/s
- i) Certificate/s of compliance with respect to all glazing.
- j) Soil poisoning certificate/s
- k) Soil compaction certificate/s
- l) TR1 and TR2 certificates in respect of timber roof construction
- m) Certificate/s of compliance in respect to galvanising of structural steelwork
- n) Glazing certificate/s

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

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

Carried to Collection R

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A20.0 COMPLETION IN SECTIONS - NA

Clause 20.0

Fixed: _____ Value related: _____ Time related: _____

Item

A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Clause 21.0 is amended by the addition of the following:

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

A22.0 LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

Clause 22.0 is amended by the addition of the following:

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A23.0 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 23.0

Clause 23.1.1 is amended by the addition of the following:

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

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

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

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

Carried to Collection R

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Clause 24.0

Fixed: _____ Value related: _____ Time related: _____

Item

A25.0 **PAYMENT**

Clause 25.0

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

Clause 25.5 replaced with the following:-

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

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

Clause 26.0

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

A27.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 27.0

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

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

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

SUSPENSION AND TERMINATION

A28.0 SUSPENSION BY THE CONTRACTOR

Clause 28.0

Fixed:_____ Value related:_____ Time related:_____

Item

A29.0 TERMINATION

Clause 29.0

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

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

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

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

Clause 29.3 is amended by adding :

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

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

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

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

Carried to Collection R

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

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

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

R

c

DISPUTE RESOLUTION

A30.0 **DISPUTE RESOLUTION**

Clause 30.0

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

Fixed:_____ Value related:_____ Time related:_____

Item

Carried to Collection R

SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 *Definitions and interpretation*

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

Fixed: _____ Value related: _____ Time

Item

B2.0 DOCUMENTS

B2.1 *Checking of documents*

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

Fixed: _____ Value related: _____ Time related: _____

Item

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____

Item

B2.3 *Availability of construction documentation*

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

B2.4 *Ordering of materials and goods*

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

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

Fixed: _____ Value related: _____ Time related: _____

Item

B4.4 ***Encroachments***

Fixed: _____ Value related: _____ Time related: _____

Item

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

Fixed: _____ Value related: _____ Time related: _____

Item

B4.6 ***Services – known***

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

B5.0 **MANAGEMENT OF CONTRACT**B5.1 ***Management of the works***

Fixed: _____ Value related: _____ Time related: _____

Item

B5.2 ***Progress meetings***

Fixed: _____ Value related: _____ Time related: _____

Item

B5.3 ***Technical meetings***

Fixed: _____ Value related: _____ Time related: _____

Item

B6.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**B6.1 ***Samples of materials***

Fixed: _____ Value related: _____ Time related: _____

Item

B6.2 ***Workmanship samples***

Fixed: _____ Value related: _____ Time related: _____

Item

B6.3 ***Shop drawings***

Clause 6.3 is amended by the addition of the following:

Clause 6.3.3 - General responsibilities - The **contractor** shall provide a person or persons

a) To familiarise himself with all drawings produced for construction purposes. This will

b) To provide comprehensive lists of shop drawings to be prepared by relevant **sub-**

c) To check all shop drawings for sufficiency prior to submission. It is expected that such checking will include all co-ordination and pro-active resolution of any conflicting services and elements. It is also noted that resolution of co-ordination problems will require attendance at services and element co-ordination meetings called by the **principal agent** and when necessary.

Clause 6.3.4 - Procedures - The **contractor** shall, at his own expense, prepare and submit

The **contractor** shall present a complete schedule showing the sequence of submission of shop drawings, including submission dates, for all trades and the scheduled dates for approval of all drawings. This schedule shall take into account a two weeks check period from the date of the receipt of all shop drawings and/or catalogue data.

All submissions shall be on dates as indicated in the above **schedule** and sufficiently in advance to permit the **contractor** to meet fabrication deadlines; no claim for extensions to the construction period will be granted to the contractor by reason of his failure in this respect.

Carried to collection

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____
Item

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

Fixed: _____ Value related: _____ Time related: _____
Item

B7.0 **DEPOSITS AND FEES**

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

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

Carried to collection

	Fixed:_____ Value related:_____ Time related:_____	
	Item	
B8.0	TEMPORARY SERVICES	
B8.1	Water	
	Clause 8.1 is amplified by the addition of the following:	
	Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.	
	Fixed:_____ Value related:_____ Time related:_____	
	Item	
B8.2	Electricity	
	Tenderers are referred to schedule of variables hereinafter.	
	Fixed:_____ Value related:_____ Time related:_____	
	Item	
B8.3	Ablution and welfare facilities	
	Clause 8.3 is amended by deleting it in its entirety and replacing with the following:	
	Ablution facilities shall be provided by the contractor as stated in the schedule and shall be provided for the use of all persons on the site . The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.	
	Fixed:_____ Value related:_____ Time related:_____	
	Item	
B8.3	Ablution and welfare facilities	
	Clause 8.3 is amended by deleting it in its entirety and replacing with the following:	
	Ablution facilities shall be provided by the contractor as stated in the schedule and shall be provided for the use of all persons on the site . The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.	
	Fixed:_____ Value related:_____ Time related:_____	
	Item	
Carried to Collection R		

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

B11.4 **Notice before covering work**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.5 **Disturbance**

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

Fixed: _____ Value related: _____ Time related: _____
Item

B11.6 **Environmental disturbance**

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

Fixed: _____ Value related: _____ Time related: _____
Item

B11.7 **Works cleaning and clearing**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.8 **Vermin**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.9 **Overhand work**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.10 **Tenant installations**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.11 **Advertising**

Fixed: _____ Value related: _____ Time related: _____
Item

Carried to Collection R

SECTION C: SPECIFIC PRELIMINARIES

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

C1.0 **CONTRACT DRAWINGS**

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

C2.0 **GENERAL PREAMBLES**

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

Fixed: _____ Value related: _____ Time related: _____

Item

C3.0 **TRADE NAMES**

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

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

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

Fixed: _____ Value related: _____ Time related: _____
Item

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

Fixed: _____ Value related: _____ Time related: _____
Item

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

Fixed: _____ Value related: _____ Time related: _____
Item

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

Fixed: _____ Value related: _____ Time related: _____
Item

C8.0 **SECURITY CHECK OF PERSONNEL**

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

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

Fixed: _____ Value related: _____ Time related: _____
Item

Carried to Collection R

C9.0 **UNAUTHORISED PERSONS ON SITE**

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

C10.0 **CONTRACTOR ACCESS**

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

- i. Project name
- ii. Colour photo (ID book size)
- iii. Company name
- iv. Name and ID number

Fixed: _____ Value related: _____ Time related: _____

Item

C11.0 **STOCKPILE**

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

Fixed: _____ Value related: _____ Time related: _____

Item

C12.0 **SITE ESTABLISHMENT**

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

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

Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imports, establishment charges, overheads, profit, attendance (general and specific) and all other obligations arising out of the agreement.

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

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

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C15.0 COSTS OF CLAIMS

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

C16.0 SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES

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

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

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

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

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

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

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

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

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

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

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

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

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

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

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____

Item

C18.0 **HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C18.1 to C18.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed: _____ Value related: _____ Time related: _____

Item

C18.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C18.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C18.3	POSTERS, BOOKLETS, VIDEOS, ETC. Provision, displaying, maintaining and replacing when necessary of plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item	
C18.4	ACCESS TO CONDOMS Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item	
C18.5	MONITORING Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____ Item	
C19.0	OCCUPATIONAL HEALTH AND SAFETY ACT The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities . The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent , notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed: _____ Value related: _____ Time related: _____ Item	
Carried to Collection R		

C19.1 COVID SAFETY AND COMPLIANCE

The contractor is to price against this item for all requirements in respect of COVID prevention, management and compliance. In this regard, the following items must as a minimum be considered when pricing and will be deemed to be included in the rate entered against this item:

a. COVID marshalls for the due enforcement of COVID policy. The required number of marshalls in order to effectively enforce COVID protocol is to be determined by the contractor in accordance with his programme of works. Marshalls are to be duly and effectively trained in the execution of their duties. In addition, marshalls must be provided with the relevant PPE and tools i.e. temperature readers, sanitiser etc. to carry out their designated function.

b. COVID related PPE - the contractor is to ensure that an ample supply of COVID specific PPE is available to the site at all times. This shall include relevant disposable masks, sanitiser, gloves (if applicable), etc. These items shall be sufficient for the contractors own staff, sub-contractors and their staff, as well as the professional team and all visitors to the site.

c. Sanitising of surfaces - a major infection risk remains the contamination of surfaces. With this in mind, the contractor will be required to sanitise all touch surfaces daily i.e. door and window handles, tools, plant controls, desks and other works surfaces, ablutions, kitchens and associated surfaces, etc.

d. COVID testing - the contractor will be required to ensure that all employees (own and subcontractor) are tested for COVID prior to the commencement of work on site.

e. Signage - the contractor shall provide and maintain COVID signage around the site and work areas.

f. Isolation areas - the contractor shall provide and maintain isolation areas for suspected COVID cases amongst the workforce.

g. Waste disposal - COVID related PPE is to be properly disposed of in demarcated areas and the contractor shall accordingly provide same facilities including marked bins, regular waste removal, etc.

h. Transportation of employees - where employees are transported to site by the contractor, he shall ensure that transport arrangements support social distancing and COVID safety.

i. Programme effects - the contractor shall consider the effect of COVID compliance and regulations i.e. social distancing on his programme and shall ensure that costs related to this are included in this item.

j. COVID Management - As part of OHS, the contractor shall ensure that COVID management and reporting are regular and accurate and that preventative or reactive measures are taken as required in order to ensure safety of all personnel on site.

The above mentioned items represent the minimum expected requirements in respect of COVID management and compliance. Tenderers shall in addition price any and all other anticipated costs against this item as no further claims in this regard will be entertained.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C22.0 MATERIALS REQUIRED BY AMAFA - N/A

Fixed:_____ Value Related:_____ Time Related:_____ Item

C23.0 TRAFFIC AND MUNICIPAL REQUIREMENTS

It will be required of the Contractor to obtain the necessary local authority permissions and clearances, and to make the necessary arrangements including the employment of specialist service providers and/or personnel in for traffic diversion, road closures etc. as required for timeous delivery of materials, etc. to site. The Bidder is to price for all necessary requirements under this item .

In addition, the Contractor shall be responsible for the effective management of traffic into and out of the site for the duration of the contract and that order is generally maintained through the adequate deployment of resources including traffic cones, danger tape, temporary traffic barriers and consultation with a traffic specialist all to the approval of the principal agent

Fixed:_____ Value Related:_____ Time Related:_____ Item

C24 COMMUNITY LIAISON OFFICER (CLO).

UTILISATION OF A COMMUNITY LIAISON OFFICER.

1. The Contractor shall allow for 2 x General Labour (GL) rate at the time of tender and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.

2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Fixed:_____ Value Related:_____ Time Related:_____ Item

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor
2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.
3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.

Carried to Collection R

6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.

7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications.

8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.

9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare and submit periodic reports as may be required by the Contractor from time to time.

10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

Tenderers are to price twice the rate of unskilled local labour rate for the Community Liaison Officer (CLO) ,all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Formal Housing.

Fixed: _____ Value Related: _____ Time Related: _____

Item

C26.0 Domestic Sub-Contractors

Notwithstanding the relevant conditions of contract and amendments thereto in respect of domestic sub-contractors, it is a specific condition of this contract that should the contractor at any time subsequent to award of the contract elect to change or replace any specialist domestic sub-contractor in his employ, reasons for the change or replacement shall be furnished by the contractor to the principal agent, who shall, after performing a risk assessment of the proposed new specialist sub-contractor, reserve the right to reject the appointment of a new sub-contractor based on either the reasons put forward by the main contractor for removal of the previous sub-contractor, or due perceived risk as per the aforementioned risk assessment. The contractor shall be obliged to abide by the decision of the principal agent in this regard.

Fixed: _____ Value Related: _____ Time Related: _____

Item

C27.0 Specialist Sub-Contractors

Tenderers are to price for all preliminaries related items in respect of the specialist electrical, electronics, mechanical etc. works to be carried out on this project. No further claims for same will be entertained.

Fixed: _____ Value Related: _____ Time Related: _____

Item

Carried to Collection R

PRELIMINARIES COLLECTION

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**Supply, Installation, Repairs, and Commissioning Air-Conditioners for Hilltop Camp,
Hluhluwe Imfolozi Park**

BILL OF QUANTITIES

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

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

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.

Old materials to be carted away

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

Old materials not to be re-used

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

Site Access

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

Carried Forward

Brought Forward

**REMOVAL OF EXISTING WORK INCLUDING
MAKING GOOD TO EXISTING**

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

1	Mid-wall split type air-conditioning units in chalets.	No.	45
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Carried to Section No. 2 Summary

BILL NO. 2: MECHANICAL INSTALLATION
(PROVISIONAL)

The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.

SUPPLEMENTARY PREAMBLES

- **General**

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

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

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

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

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

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

Carried Forward

Brought Forward

Piping

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

Fixing of pipes

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

Carried Forward

Brought Forward				
<u>AIR CONDITIONING INSTALLATION</u>				
<u>Hilltop Chalets: Air-Conditioners to Chalets</u>				
1	Supply, installation and commissioning of wall mounted 24000 BTU inverter type AUX or equivalent split type non-inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.	No.	3	
2	Supply, installation and commissioning of wall mounted 18000 BTU inverter type AUX or equivalent split type non-inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.	No.	21	
3	Supply, installation and commissioning of wall mounted 9000 BTU inverter type AUX or equivalent split type non-inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.	No.	21	
<u>Sundries:</u>				
4	- Installation of new digital wall thermostat controlling unit. (PROVISIONAL)	Item	45	
5	- Supply and installation of all electrical wiring from outdoor unit to the indoor unit, complete with an electrical isolator at each unit for a full working installation.	Item	45	
6	Supply and installation of all required copper refrigerant piping, complete with refrigeration gas, brackets, insulation, connection to indoor and outdoor units, for a complete working system.	Item	45	
Carried Forward				

Brought Forward				
7	Supply and installation of the complete condensate drainage system using PVC piping for the condensate, reticulated to the nearest foul sewer drain via a u-trap.	Item	45	
8	- Supply and installation of all electrical wiring from the outdoor unit to the indoor unit, including the electrical wiring required between the isolator and outdoor unit complete, for a full working installation.	Item	45	
9	- Bluechem treatment to outdoor unit. (PROVISIONAL)	Item	45	
<u>TESTING AND COMMISSIONING</u>				
10	Testing and commissioning of air conditioner installations.	Item	1	
11	- Three sets of Operating and Maintenance Manuals.	Item	1	
<u>CONTRACTUAL MAINTENANCE</u>				
12	Two (2) - year maintenance plan as per the manufacturer's requirements. Provide a schedule for service dates and a spares list of items that will be supplied and replaced at each service interval. Maintenance of the air conditioner should be coupled with maintenance staff training of 2 personnel on operating and maintaining the air conditioner for a period of 2 years. Three Minor Services (1 every 3 months) and One Major Service (Final Service) per year.	Item	1	
13	12 Month guarantee.	Item	1	
14	- End User Training of 2 personnel including issuing of documentation relating to the safe operation of equipment	Item	1	
Carried Forward				

Brought Forward

SERVICING, REPAIRING, CLEANING, ETC

SPLIT TYPE UNITS

Hilltop Chalets: Air-Conditioners to Chalets

Servicing, repairing and cleaning of existing air-conditioning systems

15 - Service existing air-conditioning systems by checking the amp draw of the compressor, oiling the fan motors, checking that the belts are well adjusted, check the refrigerant levels, change all filters, including cleaning of the condensing unit coils, etc. (PROVISIONAL)

Item

5

16 Allow an amount for the repair of malfunctioning air-conditioning systems. (PROVISIONAL)

Item

2

Carried to Section No. 2 Summary

Section Total

SECTION SUMMARY - MECHANICAL WORKS

- 1 Alterations
- 2 Mechanical Work

Carried To Final Summary

FINAL SUMMARY

1 Preliminary and General

2 Mechanical Works

Sub Total**5% Contingency**

Provide the sum of 5% for contingencies to be used as directed and deducted in whole or in part if not required by the Project Manager.

Sub Total (Incl. Contingencies)**Tax (15%)**

Item

0,15

Carried To Form of Offer

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Supply, Installation, Repairs, and Commissioning Air-Conditioners for Hilltop Camp, Hluhluwe Imfolozi Park

2. EXTENT OF THE WORKS

- Inspection of the existing aircon units, including the compressor, condenser coils and fan motor.
- Checking and replacing of non-repairable air conditioning unit.
- Testing and commissioning of the aircon unit to ensure it is functioning correctly
- Air conditioner unit Servicing

3. LOCATION OF THE WORKS

Hilltop Camp, Hluhluwe Imfolozi Park

4. CERTIFICATION BY RECOGNIZED BODIES

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

5. OTHER SERVICES AND FACILITIES

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

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. DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

8. ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

9. PERMITS

The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.

The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.

The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.

The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.

10. PROOF OF COMPLIANCE WITH THE LAW

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

- 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.
- Electrical Compliance Certificate
- Plumbing Compliance Certificate
- Electrical and Mechanical test certificates
- Fire Compliance Certificate
- SANS 10400-A:2010 compliance certificates
- Latest National Building Regulation

11. Samples of materials

The work is to be executed with materials of the best specification and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.

The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.

Specification

Pictures are for illustrative purposes only.

ITEM NO.	REQUIREMENT	DESCRIPTION
1.	21x 9,000 BTU Non-Inverter Mid-Wall Split Air Conditioner - Cooling Capacity: 9,000 BTU - Power Consumption: Approximately 800-1,000 Watts - EER (Energy Efficiency Ratio): 10.0 – 12.0 - Moisture Removal: 2.0-3.0 pints/hour - Refrigerant Type: R-410A or R-32 - Noise Level: 45-55 dB - Dimensions: - Width: 20-24 inches - Height: 14-18 inches - Depth: 21-26 inches - Weight: 60-70 lbs - Features: - Mechanical or digital controls - Multiple fan speeds - Sleep mode - Auto-restart function - Remote control Warranty: 1 – 5 years	
2.	21x 18,000 BTU Non-Inverter Mid-Wall Split Air Conditioner - Cooling Capacity: 18,000 BTU - Power Consumption: Approximately 1,500-2,000 Watts - EER (Energy Efficiency Ratio): 10.0 – 11.5 - Moisture Removal: 4.0-6.0 pints/hour - Refrigerant Type: R-410A or R-32 - Noise Level: 50-60 dB - Dimensions: - Width: 26-30 inches - Height: 18-22 inches - Depth: 24-28 inches - Weight: 100-120 lbs - Features: - Digital controls with programmable timer - Multiple fan speeds - Turbo mode for quick cooling - Auto restart - Remote control	

	Warranty: 1 – 5 years	
3.	3x 24,000 BTU Non-Inverter Mid-Wall Split Air Conditioner - Cooling Capacity: 24,000 BTU - Power Consumption: Approximately 2,000-2,500 Watts - EER (Energy Efficiency Ratio): 9.5 – 11.0 - Moisture Removal: 6.0-8.0 pints/hour - Refrigerant Type: R-410A or R-32 - Noise Level: 55-65 dB - Dimensions: - Width: 28-34 inches - Height: 22-26 inches - Depth: 28-32 inches - Weight: 120-150 lbs - Features: - Digital thermostat with precise controls - Multiple cooling and fan speeds - Energy-saving mode - Auto restart - Filter clean indicator - Remote control Warranty: 1 – 5 years	 The image shows two components of the AUX air conditioner. The top component is the indoor unit, a white, rectangular mid-wall split unit with a digital display showing '26'. The bottom component is the outdoor unit, a white, rectangular box with a large black fan grille and the 'AUX' logo in blue. A small share icon is visible in the top right corner of the image area.

Site Information

General

a) The site is located at Hluhluwe Imfolozi Park, at Hilltop Camp. Imfolozi Game Reserve is situated north of Durban in KwaZulu-Natal, South Africa. GPS coordinates for the site: -28.086957805522122, 32.044606442362465

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

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

