

INVITATION TO QUOTE

RFQ NUMBER:	RFQ 22.11.2024
DESCRIPTION OF WORK REQUIRED:	SUPPLY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN ELIZABETH 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: 02 July 2025 TIME: 11:00am VENUE: 1 Peter Brown Drive Montrose Pietermaritzburg 3201 (Queen Elizabeth Park)
CLOSING DATE AND TIME:	09 July 2025 11:00am
VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	<ul style="list-style-type: none"> ✓ 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 the document into one file (Zip file). Submission of more than one E-MAIL will result in your bid being disqualified.
FOR ATTENTION:	Mr. Kwanele Mbatha

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.

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:	RFQ 22.11.2024	CLOSING DATE:	09 July 2025	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN ELIZABETH 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 Kwanele Mbatha		CONTACT PERSON	Mr. Hlengiwe Mkhumbuzi	
TELEPHONE NUMBER	033 845 1232		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	mbathak@kznwildlife.com		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>

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.

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:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

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.	03		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.	10		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.	02		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: uMgungundlovu District	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.

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>	
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:

- The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
- The bidder has made the necessary disclosures on SBD4.
- The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they 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).
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit separate TCS.
- The bid document must be fully completed, dated, and signed. All signatures must be original.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the

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

- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- 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:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **2 ME, or Higher** class of construction works; and
- 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 bidding process (advert till award stage).

NO.	REQUIREMENTS	CONTRACTOR REGISTRATION SERVICE NUMBER (CRS No:)
1.	It is estimated that tenderers should have a cidb contractor grading of 2 ME or higher.	
2.	<p><u>Human Resource Experience</u></p> <p>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.</p> <p>Bidder must submit a CV and qualifications or trade test for the registered artisan, either as an electrician or a millwright.</p>	
3.	<p><u>Relevant Experience</u></p> <p>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.</p> <p>PROOF OF PROJECTS MUST BE SUPPORTED BY:</p>	

	<ul style="list-style-type: none"> ✓ Signed award letters/ purchase orders by the awarding institution/clients. ✓ Signed completion certificates/Reference letters by the awarding institution/ clients. <p>NB: Signed award letters/ purchase orders and completion/ references should be for the same project.</p>	
--	--	--

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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender</p>	1. 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.
	2. 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.
	3. 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.
	4. Geographical Location: Proof of business address must be submitted in the form of the following utility bill / letter from the ward councilor / lease agreement.

5. 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.

6. 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.

SUPPLY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN ELIZABETH 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 AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN ELIZABETH 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

Copyright reserved

The name 'The Joint Building Contracts Committee® NPC', the abbreviation JBCC®, the electronic version e-JBCC® and the JBCC® logo are registered trademarks. The JBCC® claims authorship of this work. All rights are reserved. No part of this publication may be reproduced, stored in any retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, scanning, recording, or otherwise, without the prior permission in writing of the JBCC®. Unauthorised reproduction of the work is an infringement of the copyright. Judicial proceedings can and will be instituted to obtain relief and recovery of damages

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	SUPPLY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN ELIZABETH PARK
Reference number	
Works description	Removing old and defected air-conditioners and supplying, installing and commissioning new air-conditioners.

A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	Pietermaritzburg
Site address	No. 1 Peter Brown Drive, Queen Elizabeth Park, Montrose, Pietermaritzburg, 3201
Local authority	uMngungundlovu District Municipality

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

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
--	--

B 2.0 Law, regulations and notices

Law applicable to the works, state country [2.1]	South Africa
---	--------------

B3.0 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
N/A			

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

--

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

--

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 2,000,000	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 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	R1000 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	
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	<p>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</p> <p>Fixed - An amount which shall not be varied</p> <p>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</p> <p>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]</p>
Option B	<p>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]</p> <p>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</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the 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</p>
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:

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.

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

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

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

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

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

2.5.8 Ladders and Ladder Work

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

2.5.9 General Machinery

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

The Contractor shall consider the following:

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

2.5.11 High Voltage Electrical Equipment

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

2.5.12 Public and Site Visitor Health & Safety

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

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

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

2.5.13 Night Work

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

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.6 Occupational Health

2.6.1 Occupational Hygiene

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

2.6.2 Welfare Facilities

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

2.6.3 Alcohol and other Drugs

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

Project name:
Date:

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)
Project:

ANNEXURE A

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

HSS Item No.	Requirement	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: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.

Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 24	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

OTHER REQUIREMENTS

Project:

ANNEXURE C

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

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> • Incidents / accidents and investigations • Non conformances by employees & contractors • Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 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 OHS Act 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 OHS Act 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 OHS Act 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 OHS Act 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.

**SUPPLY, INSTALLATION AND COMMISSIONING OF AIRCONDITIONERS AT QUEEN
ELIZABETH PARK**

BILL OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>SECTION 1 - PRELIMINARIES</u></p> <p><u>BILL NO 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Minor Works Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p>				

Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in this Project Specific Preliminaries and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

Section A: Amendments, modifications, corrections or supplements to the aforementioned JBCC Minor Works Agreement

Section B: Amendments, modifications, corrections or supplements to the aforementioned JBCC General Preliminaries

Section C: Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: MINOR WORKS AGREEMENT

Interpretation (A1-A7)

- 1 Clause 1.0 - Definitions and interpretation

Contract sum

The contract sum to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated in the contract data

The contract sum shall include for all construction equipment, temporary works, services and other items and shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Pricing of bills of quantities

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities

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

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

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

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

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement

2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons

3. The contractor shall not alter its composition or legal status without the prior written consent of the employer

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

Item

2 Clause 2.0 - Law, regulations and notices

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

Item

3 Clause 3.0 - Offer, acceptance and assignment

	F:.....V:.....T:.....	Item			
4	<p>Clause 4.0 - Documents</p> <p>Value Added Tax</p> <p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>Priced document as specification</p> <p>Clause 4.3 is deemed to be deleted</p> <p>The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any</p> <p>Electronic issue of drawings</p> <p>All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5]</p>				
	F:.....V:.....T:.....	Item			
5	<p>Clause 5.0 - Employer's agents</p> <p>F:.....V:.....T:.....</p> <p>Delegated authority</p> <p>The authority of the principal agent to issue contract instructions [14.1] and perform duties for specific aspects of the works is delegated to agents as follows [5.2]. This does not preclude the principal agent from issuing such contract instructions:</p> <p><u>1. Architect</u></p>	Item			

1.1 Duties [5.2]:

The architect is responsible for the architectural design, functional design and quality inspection of the works

1.2 Contract instructions [5.2; 14.1]:

1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this agreement other than in the JBCC Minor Works Agreement

1.2.2 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works

1.2.3 The site [12.0]

1.2.4 Compliance with the law, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of materials and goods and/or finishes or assemblies of elements of the works

1.2.6 Opening up of work for inspection, removal or re-execution

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any materials and goods

1.2.9 Protection of the works

1.2.10 Making good physical loss and repairing damage to the works [17.2.2]

1.2.11 Rectification of defects [16.4; 16.8]

1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion

1.2.13 Expenditure of employer allowances and/or prime cost amounts

1.2.14 Work by direct contractors [13.0]

1.2.15 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [21.6.1]

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

Item

Insurances and securities (A8-A9)

6 Clause 8.0 - Risks, indemnities and insurances

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

Item

7 Clause 9.0 - Securities

Guarantee for payment

The Employer shall not provide to the contractor with a guarantee for payment By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [9.2]

Sub-clause 9.2 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."

Extension of waiver of lien

The contractor shall ensure that a waiver of lien or right of continuing possession of the works is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [9.2]

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

Item

Execution (A10 - A14)

8 Clause 10.0 - Obligations of the employer

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

Item

9 Clause 11.0 - Obligations of the contractor

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

Item

Office accommodation

The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [11.2.5]

Notice board

The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [11.2.5]

Statutory and other notices

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard

It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

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

Item

10 Clause 12.0 - Setting out

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

Item

11 Clause 13.0 - Direct contractors

Attendance on direct contractors

In respect of direct contractors the contractor shall:

1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials

2. Allow the use of personnel welfare facilities, where provided

3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation

4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [13.1]

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

Item

12 Clause 14.0 - Contract instructions

Site instructions

Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor

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

Item

Completion (A15 - A18)

13 Clause 15.0 - Practical completion

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

Item

14 Clause 16.0 - Defects liability period and final completion

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

Item

15	<p>Clause 17.0 - Revision of the date for practical completion</p> <p>Substitution of materials and goods</p> <p>The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2]</p> <p>F:.....V:.....T:.....</p>	Item			
16	<p>Clause 18.0 - Penalty for late or non-completion</p> <p>F:.....V:.....T:.....</p> <p>Payment (A19 - A20)</p>	Item			
17	<p>Clause 19.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>F:.....V:.....T:.....</p>	Item			

18	<p>Clause 20.0 - Adjustment of the contract value and final account</p> <p>Cost of claims</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [22.5 & 6] from making a determination on costs</p> <p>F:..... V:..... T:.....</p>	Item			
19	<p>Agreement</p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>F:..... V:..... T:.....</p>	Item			
20	<p>Contract data</p> <p>Tenderer's selections</p> <p>Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data</p> <p>F:..... V:..... T:.....</p>	Item			
21	<p><u>SECTION B: GENERAL PRELIMINARIES</u></p> <p>Definitions and interpretation (B1)</p> <p>Clause 1.1 - Definitions</p> <p>F:..... V:..... T:.....</p>	Item			
22	<p>Clause 1.2 - Interpretation</p>				

	F:.....V:.....T:.....	Item			
	Documents (B2)				
23	Clause 2.1 - Checking of documents				
	F:.....V:.....T:.....	Item			
24	Clause 2.2 - Provisional bills of quantities				
	F:.....V:.....T:.....	Item			
25	Clause 2.3 - Availability of construction information				
	F:.....V:.....T:.....	Item			
26	Clause 2.4 - Ordering of materials and goods				
	F:.....V:.....T:.....	Item			
	Previous work and adjoining properties (B3)				
27	Clause 3.1 - Previous work - dimensional accuracy				
	F:.....V:.....T:.....	Item			
28	Clause 3.2 - Previous work - defects				
	F:.....V:.....T:.....	Item			
29	Clause 3.3 - Inspection of adjoining properties				
	F:.....V:.....T:.....	Item			

The site (B4)				
30	Clause 4.1 - Handover of site in stages	Item		
	F:.....V:.....T:.....	Item		
31	Clause 4.2 - Enclosure of the works			
	F:.....V:.....T:.....	Item		
32	Clause 4.3 - Geotechnical and other investigations			
	F:.....V:.....T:.....	Item		
33	Clause 4.4 - Encroachments			
	F:.....V:.....T:.....	Item		
34	Clause 4.5 - Existing premises occupied			
	F:.....V:.....T:.....	Item		
35	Clause 4.6 - Services - known			
	F:.....V:.....T:.....	Item		
Management of contract (B5)				
36	Clause 5.1 - Management of the works			
	F:.....V:.....T:.....	Item		
37	Clause 5.2 - Progress meetings			
	F:.....V:.....T:.....	Item		
38	Clause 5.3 - Technical meetings			

	F:.....V:.....T:.....	Item		
	Samples, shop drawings and manufacturer's instructions (B6)			
39	<p>Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer</p>			
	F:.....V:.....T:.....	Item		
40	Clause 6.2 - Workmanship samples			
	F:.....V:.....T:.....	Item		
41	Clause 6.3 - Shop drawings			
	F:.....V:.....T:.....	Item		
42	Clause 6.4 - Compliance with manufacturer's instructions			
	F:.....V:.....T:.....	Item		

Deposits and fees (B7)				
43	Clause 7.1 - Deposits and fees F:.....V:.....T:.....	Item		
Temporary services (B8)				
44	Clause 8.1 - Water F:.....V:.....T:.....	Item		
45	Clause 8.2 - Electricity F:.....V:.....T:.....	Item		
46	Clause 8.3 - Ablution and welfare facilities F:.....V:.....T:.....	Item		
47	Clause 8.4 - Communication facilities F:.....V:.....T:.....	Item		
Prime cost amounts (B9)				
48	Clause 9.1 - Responsibility for prime cost amounts Prime cost amounts The contractor shall allow in the contract sum for the stated prime cost amounts and for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such materials and goods F:.....V:.....T:.....	Item		

Attendance on subcontractors (B10)

49 Clause 10.1 - General attendance

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

Item

50 Clause 10.2 - Special attendance

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

Item

General (B11)

51 Clause 11.1 - Protection of the works

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

Item

52 Clause 11.2 - Protection/isolation of existing works and works occupied in sections

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

Item

53 Clause 11.3 - Security of the works

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

Item

54 Clause 11.4 - Notice before covering work

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

Item

55 Clause 11.5 - Disturbance

Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever

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

Item

56 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works

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

Item

57 Clause 11.7 - Works cleaning and clearing

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

Item

SECTION C: SPECIFIC PRELIMINARIES

58 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor

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

Item

59 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer

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

Item

<p>60</p>	<p>Cooperation of the contractor for cost management</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>61</p>	<p>Overloading</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>62</p>	<p>Propping of floors below</p>				

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor

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

Item

63

Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

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

Item

64

Health and safety

Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]

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

Item

The contractor shall:

1. Comply with the health and safety specification for the works
2. Prepare and agree with the health and safety consultant the health and safety plan for the works
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the employer's health and safety specification

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

Item

65

Broad based black economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works

The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating

	F:.....V:.....T:.....	Item			
66	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement				
	F:.....V:.....T:.....	Item			
67	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer				
	F:.....V:.....T:.....	Item			
68	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer				

	<p>The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:.....V:.....T:.....</p> <p>SUMMARY OF CATEGORIES</p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	Item			
	<p>Total for Preliminaries carried to Final Summary</p>				

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

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.

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

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

1 Split type air-conditioning units in offices.

No.

40

Carried to Section No. 2 Summary

**BILL NO. 2: MECHANICAL INSTALLATION
(PROVISIONAL)**

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

SUPPLEMENTARY PREAMBLES

-
General

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

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

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

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

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

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

Piping

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

Fixing of pipes

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

AIR CONDITIONING INSTALLATION

Communication offices including reception area:

1 Supply, installation and commissioning of an under ceiling 36000 BTU inverter type Alliance or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL)

No. 1

2 Supply, installation and commissioning of an under ceiling 12000 BTU inverter type Alliance or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL)

No. 2

3 Supply, installation and commissioning of an under ceiling 9000 BTU inverter type Alliance or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL)

No. 4

Carried Forward

Brought Forward

Legal offices:

4 Supply, installation and commissioning of an under ceiling 9000 BTU inverter type Alliance or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL)

No. 1

Strategic planning offices:

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

No. 2

Recruitment offices:

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

No. 2

Project offices:

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

No. 9

Carried Forward

Brought Forward

8 Supply, installation and commissioning of wall mounted 12000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No 1

9 Supply, installation and commissioning of wall mounted 18000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No 2

Operations offices:

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

No. 2

Finance offices:

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

No 4

Carried Forward

Brought Forward

Commercial Services offices:

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

No 7

13 Supply, installation and commissioning of wall mounted 12000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No 2

Safety Department:

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

No 1

Registry:

15 Supply, installation and commissioning of wall mounted 18000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No 1

Carried Forward

Brought Forward

Technical Services (Mechanical and Infrastructure):

16	Supply, installation and commissioning of wall mounted 18000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.	No	1
17	Supply, installation and commissioning of wall mounted 9000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified	No	3
<u>Sundries:</u>			
18	Installation of new digital wall thermostat controlling unit. (PROVISIONAL)	Item	44
19	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	44
20	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	44
21	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	44
22	- 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	44

Carried Forward

Brought Forward

23	- Bluechem treatment to outdoor unit. (PROVISIONAL)	Item	44	
----	--	------	----	--

TESTING AND COMMISSIONING

24	Testing and commissioning of the system.	Item	1	
----	--	------	---	--

25	- Three sets of Operating and Maintenance Manuals.	Item	1	
----	---	------	---	--

CONTRACTUAL MAINTENANCE

26	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 conditioners should be coupled with maintenance staff training of 2 personnel on operating and maintaining the air conditioners for a period of 2 years. Three Minor Services (1 every 3 months) and One Major Service (Final Service) per year.	Item	1	
----	---	------	---	--

27	12 Month guarantee.	Item	1	
----	---------------------	------	---	--

28	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

Reservations

Servicing, repairing and cleaning of existing air-conditioning systems

- 29 - 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.
- 30 Allow an amount for the repair of malfunctioning air-conditioning systems.

Item 5

Item 5

Carried Forward

Brought Forward

Registry storeroom

Servicing, repairing and cleaning of existing air-conditioning systems

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

Item

3

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

10% Contingency

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

Sub Total (Incl. Contingencies)

Tax (15%)

Item

0,15

Carried To Form of Offer

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

SUPPLY AND INSTALLATION OF NEW AIR-CONDITIONING UNITS AT QEP OFFICES:

- Communications Offices
- Legal Office
- Strategic Planning Offices
- Recruitment Offices
- Project Office
- Operations Offices
- Finance Offices
- Commercial Services Offices
- OHS Office
- Registry
- Ketelfontien – Technical Services and Mechanical offices

2. EXTENT OF THE WORKS

Aircon Service

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

3. LOCATION OF THE WORKS

No. 1 Peter Brown Drive, Queen Elizabeth Park, Pietermaritzburg

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.

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

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

- 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.

Site Information

General

a) The Queen Elizabeth Park serves as the headquarters of Ezemvelo KZN Wildlife, Kwazulu Natal's nature conservation service. Situated in Hilton on the northern slopes of pietermaritzburg.

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.

