INVITATION TO QUOTE

NAME OF BIDDER:	

RFQ NUMBER:	**RFQ 07/11/2026**
DESCRIPTION OF WORK REQUIRED:	**REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE, EZEMVELO KZN WILDLIFE**
REQUIRED CIDB GRADING	IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING OF 1 GB OR HIGHER.
MANDATORY REQUIREMENT	**REFER TO PAGE 15 FOR MANDATORY REQUIREMENTS**
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	DATE: 02 December 2026 TIME: 11 h00. VENUE: Wagendrift Nature Reserve
CLOSING DATE AND TIME:	DATE: 10 December 2026 11:00am
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	✓ 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:	**Noluthando Ngcobo**

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

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

2. In the case of a Sole proprietor, 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.

3. The bidder must indicate the enterprise status by indicating *(ticking)* the appropriate box hereunder:

(I) CLOSE CORPORATION	(II) COMPANIES / (PTY) Limited	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM		(VII) NON-PROFIT COMPANY
					Incorporated		
					Unincorporated		

4. 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),
   - **i.** in the enterprise trading as: *(Company name)* .....
   - **ii.** hereby authorise Mr/Mrs/Ms *(Name & Surname)* .....
   - **iii.** acting in the capacity of *(Position)* .....
   - **iv.** whose signature is *(Affix signature)* .....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)

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 register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have.

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

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

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	**RFQ 07/11/2026**	CLOSING DATE:	10 December 2026	CLOSING TIME:	11:00am
DESCRIPTION	REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE, EZEMVELO KZN WILDLIFE				

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	**Noluthando Ngcobo**	CONTACT PERSON	**Thobane Dlamini**
TELEPHONE NUMBER	**033 845 1962**	TELEPHONE NUMBER	033 845 1913
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Nngcobo@kznwildlife.com**	E-MAIL ADDRESS	dlaminith@kznwildlife.com

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

……

……

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

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

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

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

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.

imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

…… Signature	…… Date
…… Position	…… Name of bidder

SBD 6.1

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "Rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	**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.	**04**		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.	**04**		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 disabilities.	**04**		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
Geographical Location: (Enterprises located in uThukela District Municipality)	**05**		Points will be allocated based on the supplier's preferred address as indicated on the CSD report. The CSD report must be attached as proof. Ezemvelo KZN Wildlife reserves the right to verify this information.

DECLARATION WITH REGARD TO COMPANY/SPV

1.1 Name of company/SPV…….

1.2 Company registration number: ……...

1.3 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]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SPECIAL CONDITIONS OF THE BID

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) Minor Works Edition 5.2 of May 2018 and the following applicable other Special Conditions of Contract.

2. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

Phase 1: Compliance and completeness screening

Completeness:

You are requested to complete and sign the below attached Compulsory Returnable Standard Bidding Document (SBD) Forms:

a) Authority to Sign Tender
b) Registration for the Central Supplier Database
c) SBD 1: Invitation to Bid
- Part A: Invitation to Bid
- Part B: Terms and conditions of the bid
d) SBD 3: Pricing Schedule
e) SBD 4: Bidders Disclosure
f) SBD 6.1 Preferential Procurement regulations 2022
g) General conditions of contract

Failure to complete and sign the above Compulsory Returnable Standard Bidding Document (SBD) Forms shall result in the tender being considered non-responsive and rejected.

Compliance:

h) The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
i) 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.
j) 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.
k) Forging of documents/certificates Ezemvelo KZN Wildlife has observed that prospective bidders are allegedly submitting fraudulent and forged documents when participating in tenders. Bidders are advised against committing fraudulent activities and creating forged documents. Ezemvelo KZN Wildlife will ensure compliance with this Act by reporting all offenders of the SCM system to the SAPS and registering them on the Register of Tender Defaulters as stipulated in section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Offenders of the SCM system may face various penalties, including being barred from conducting business with any public institutions for a period not exceeding 10 years (see section 28 of this Act).
l) For Compulsory briefing sessions, bidders must ensure that the certificate is stamped and signed during the session and the attendance register is signed as well.
m) Failure to comply with the above requirement will result in the tender being deemed non-responsive and rejected

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 **1GB or Higher** construction works are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

i. every member of the joint venture is registered with the CIDB.
ii. the lead partner has a contractor grading designation in the **1GB, or Higher** class of construction works; and
iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1GB 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 1 GB or higher.	
2.	The bidder must provide a valid Certificate of Registration as an Asbestos Contractor for Regulation 2 or Regulation 3 asbestos work, issued by the Department of Employment and Labour (DoEL). Failure to submit a valid certificate will result in the bid being disqualified and excluded from proceeding to the next stage of evaluation.	

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.

3. 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.

4. 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.

5. SPECIAL CONDITIONS OF THE BID

All personnel assigned to this contract must be in possession of a valid **Asbestos Handling Procedures Certificate** or equivalent accredited asbestos handling training certificate. Failure to provide proof of such certification upon request may result in the contractor being deemed non-compliant with the contract requirements.

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:

REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE

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			
	(Name and address of employer)		
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
Minor Works Agreement
Edition 5.2 - 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® Minor Works 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 unique requirements applicable to the project and variables referred to in the JBCC® Minor Works 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® Minor Works Agreement are shown in [square brackets] in this contract data e.g. [3.2.1]. Spaces requiring information must be filled in or marked as 'not applicable' but not left blank.

The contract data, when completed and submitted by the contractor, becomes the form of tender. Where the contractor is appointed, the contract documents comprise the completed and signed JBCC® Minor Works Agreement, this completed contract data, the priced document, drawings and other listed documents

Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

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

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

Disclaimer

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

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE
Reference number	
Works description	Removal of Asbestos roof material off site and safely dispose of at an approved asbestos disposal site. Clear area and vegetation surrounding asbestos materials, rehabilitate area as necessary and clean-up site.

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	Estcourt
Site address	Wagendrift Nature Reserve, Ezemvelo KZN Wildlife
Local authority	Inkosi Langalibalele Local Municipality

A 3.0 Employer [1.1]

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Mr Thobane Dlamini
Practice number	N/A	Telephone number	033 845 1913
		Mobile number	N/A
Country	South Africa	E-mail	dlaminith@kznwildlife.com
Postal address	P O Box 13053, Cascades		
	Pietermaritzburg	Postal code	3201
Physical address	1 Peter Brown Drive, Montrose		
	Pietermaritzburg	Postal code	3202

A 4.0 Principal agent [1.1; 5.1]

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Mr Thobane Dlamini
Practice number	N/A	Telephone number	033 845 1913
		Mobile number	N/A
Country	South Africa	E-mail	dlaminith@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 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work 7th Edition

B 2.0 Law, regulations and notices [2.0]

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 [4.0]

The original signed **agreement** is to be held by the **principal agent** [4.2], if not, indicate by whom	**Employer**
Number of copies of **construction information** issued to the **contractor** at no cost [4.5]	1

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

Contract drawings – description	Number	Revision	Date

B 5.0 Employer's agents [5.0]

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

Principal agent's and **agents**' interest or involvement in the **works** other than a professional interest [5.3]

B 6.0 Insurances [8.0]

Insurances by **employer**			Amount including **tax**	Deductible amount including **tax**
Yes/no?	No			
Contract works insurance:				
	New **works** [8.2.1] (**contract sum** or amount)			
or	**Works** with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new **works)**			
	Direct contractors [13.0] where applicable, to be included in the contract works insurance			
	Free issue [10.1.12] 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 [8.2.2]				
Public liability insurance [8.2.3]				
Removal of lateral support insurance [8.2.4]				
Other insurances [8.2.5]				
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** [8.2.1] (**contract sum** or amount)		Contract Sum + 20%	R20,000
or	**Works** with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new **works)**		Not Applicable	R20,000
	Direct contractors [13.1] where applicable, to be included in the contract works insurance		Not Applicable	
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		Not Applicable	
	Escalation, professional fees and reinstatement costs if not included above		Not Applicable	
Total of the above contract works insurance amount				
Supplementary insurance [8.2.2]			R 1,000,000	R10,000
Public liability insurance [8.2.3]			R 5,000,000	R20,000
Removal of lateral support insurance [8.2.4]			Not Applicable	
Other insurances [8.2.5]			Not Applicable	
Yes/no?	No	If yes, description 1		
Hi Risk Insurance [8.2.5]				
Yes/no?	No	If yes, description 2		

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes/no?	No
If yes, description	N/A		
Restriction of working hours [10.1.3]		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 executed after hours or weekends.		
Natural features and known services to be preserved by the **contractor** [10.1.4]		Yes/no?	Yes
If yes, description	All services uncovered on site will not be moved and/or terminated 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 [10.1.5]		Yes/no?	Yes
If yes, description	All areas outside the area of work.		
Supply of **free issue** [10.1.12]		Yes/no?	No
If yes, description			

B 8.0 Direct contractors [13.0]

Yes/no?	No	If yes, description of extent of work

Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6], practical completion [15.0; 17.0] and penalty [18.0]

Practical completion for the **works** as a whole	Intended date of possession of the **site** [10.1.6]	Period for inspection by the **principal agent** [15.3]	The date for **practical completion** shall be the period as indicated below from the date of possession of the **site** by the **contractor** [15.2.7; 24.1]	**Penalty** for late completion [18.1]
		working days	Period in months	Penalty amount per **calendar day** (excl. **tax**)
		7 days	1Calendar month after site handover	R500 per calendar day

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

B 10.0 Payment [19.0]

Date of month for issue of regular **payment certificates** [19.2]	25th of the month

B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	Adjudication Board of South Africa
Applicable rules for adjudication [22.5.2]	As per Adjudicator
Arbitration [22.6.4] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? * Yes Association of Arbitrators
Applicable rules for arbitration [22.6.4]	As per Arbitrator

B 12.0 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]		Not 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 - s**pecific 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 13.0 Changes made to JBCC® documentation

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

C TENDERER'S SELECTIONS

C 1.0 Securities [9.0]

Guarantee for construction: Select Option A or B ☐

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

Option B	**Payment reduction** [9.1.2]

Guarantee for payment by **employer** [9.2]	Not applicable

Advance payment, subject to a **guarantee for advance payment** [9.4]	Not applicable

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

Year 1 **contractor**'s annual holiday period	start date	14/12/2026	end date	08/01/2027
Year 2 **contractor**'s annual holiday period	start date	13/12/2027	end date	07/01/2028
Year 3 **contractor**'s annual holiday period	start date	18/12/2028	end date	12/01/2029

C 3.0 Payment of preliminaries [19.0]

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 [20.6.3]

Contractor's selection

Select Option A or B **A**

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

Provision of particulars

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

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

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

Adjustment methods

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

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

Option B	The adjustment of **preliminaries** shall be based on the number of **calendar days** extension to the date of **practical completion** to which the **contractor** is entitled with an adjustment of the **contract value** [23.2; 23.3] as compared to the number of **calendar days** in the initial **construction period** [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the **preliminaries** for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

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

Option B	Where the detailed breakdown of **preliminaries** amounts for Option B is not provided, Option A shall apply

Lump sum contract

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

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project:

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Acknowledgement of Receipt of Document

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

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

1.2 Purpose of the Pre-construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

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

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

2.2 Interpretations

2.2.1 Application

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

2.2.2 Definitions

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

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

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

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

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

2.3.3 Competency for Contractor's Appointed Competent Persons

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

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

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

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

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

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

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

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

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10 Health and Safety Training

2.3.10.1 Induction

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

2.3.10.2 Awareness

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

2.3.10.3 Competency

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

2.3.11 General Record Keeping

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

2.3.12 Health & Safety Audits, Monitoring and Reporting

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

2.3.13 Emergency Procedures

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

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

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

2.3.14 First Aid Boxes and First Aid Equipment

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

2.3.15 Accident / Incident Reporting and Investigation

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

Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16 Hazards and Potential Situations

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

2.3.17 Personal Protective Equipment (PPE) and Clothing

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

- Lost or stolen;
- Worn out or damaged.

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

2.3.18 Occupational Health and Safety Signage

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

2.3.19 Permits

Permits may include the following:

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

2.3.20 Contractors and Sub-contractors

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

2.3.21 Incentives and Penalties

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

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

2.4 Physical Requirements

2.4.1 Demolition Work

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

2.4.2 Excavations, Shoring, Dewatering or Drainage

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

The Contractor shall make sure that:

a) The excavations are inspected before every shift and a record is kept;

b) Safe work procedures have been communicated to the workers;
c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
d) The requirements as per section 13 of the Construction Regulations are adhered to.

2.4.3 Edge Protection and Penetrations

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

2.4.4 Explosives and Blasting

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

2.4.5 Piling

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

2.4.6 Stacking of Materials

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

2.4.7 Speed Restrictions and Protection

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

2.4.8 Hazardous Chemical Substances (HCS)

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

2.4.9 Asbestos

Not applicable

2.5 Plant and Machinery

2.5.1 Construction Plant

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

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

2.5.2 Pressure Equipment Regulations and Gas Bottles

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

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

2.5.3 Fire Extinguishers and Fire Fighting Equipment

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

2.5.4 Hired Plant and Machinery

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

2.5.5 Scaffolding / Working at Heights

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

2.5.6 Formwork and Support work for Structures

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

2.5.7 Lifting Machines and Tackle

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

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

2.5.8 Ladders and Ladder Work

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

2.5.9 General Machinery

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

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

2.5.11 High Voltage Electrical Equipment

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

2.5.12 Public and Site Visitor Health & Safety

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

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

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

2.5.13 Night Work

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

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.6 Occupational Health

2.6.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and

hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2 Welfare Facilities

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

2.6.3 Alcohol and other Drugs

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

Project name:
Date:

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

ANNEXURE A

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

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

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

Project:

ANNEXURE B

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

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

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

OTHER REQUIREMENTS
Project:

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly 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: • Incidents / accidents and investigations • Non conformances by employees & contractors • Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • Scaffolding • Excavations • Formwork & support work • Explosive tools	
General Inspections	Monthly	• Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Manadatary Agreement	Ongoing	Table a report of all signed up Mandataries.	

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

    (*= delete whatever is not applicable)

4. Details of resources I propose:
    (Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract)
    a) Details of the competent and qualified key persons from my company's own resources, who will form part or the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

have to be trained to achieve the necessary competency:

(i) By whom will training be provided?
……

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

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

……
……

……
……

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

Name of proposed subcontractors:
…….

……
…….

……
…….

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

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

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

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

SIGNATURE: …… DATE:
……

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

RESERVE RULES FOR CONTRACTORS

1. No person may leave or enter the Protected Area after set Gate closing hours without authorisation from the Officer in Charger or responsible Park Manager (OIC) of the Protected Area. The Gate opening and closing times may be seasonal and must be strictly adhered to.

2. No person may enter or exit the Protected Area except through an agreed designated point but, irrespective of whether or not a designated point is used the person will be bound by these Rules.

3. Should the Contractor wish to enter the Protected Area for business purposes after hours, this must be pre-arranged with the OIC of the Protected Area and the necessary authority obtained in advance. There shall be no after-hours access for private purposes.

4. Night driving in the Protected Area is prohibited unless on official business with appropriate prior authority from the OIC of the Protected Area.

5. No vehicle may leave the designated roads without the express permission of the OIC of the Protected Area.

6. Access to the Protected Area and construction sites within the Protected Area shall be by official work vehicles. No children shall be permitted entry to the construction areas.

7. All construction related activities must be conducted in accordance with the Reserve Rules, applicable legislation and the care due to a Protected Area.

8. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access). The lead contractor will be held responsible for subcontractors and their staff, although this does not prevent legal action being taken directly against the perpetrators.

9. Staff and subcontractors may be refused entrance from the Protected Area should they fail to comply with the EMPr, Reserve Rules or relevant legislation.

10. The principle of Minimum Tools applies within Protected Areas, both during construction work and rehabilitation work. Essentially this requires that the tools used are those that have the least impact on the environment. The contractor must designate a list of materials and tools/equipment/machinery/vehicles to Ezemvelo prior to starting work on site.

11. It must be clearly understood that the National Road Traffic Act applies to the Protected Area roads and will be enforced where necessary, in particular:
    - Non-licensed drivers will not be tolerated.
    - No person shall enter, drive or operate in the Protected Area, a motor vehicle that is not lawfully registered and licensed, in terms of the National Road Traffic Act (NRTA).

12. No person shall enter with or operate any vehicle other than a vehicle that conforms to the dimensions and other requirements prescribed by Ezemvelo. Special permission is required for construction type vehicles and the route to be followed may be specified in order to protect roads or avoid disturbance to visitors or particular species.

13. Drive, park or stop in such a manner that it constitutes a nuisance, disturbance, inconvenience or danger to any other person, causes an obstruction, blocks the pathway of an emergency vehicle or causes damages of any kind including damage to plants.

14. Tourists have right of way and every effort should be made not to inconvenience them by inconsiderate driving or speeding. Tourists reporting such incidents will have their complaints fully investigated and offenders will be held accountable.

15. The maximum speed limit in the Reserve is 40 km/h unless indicated as a slower speed.

16. No-one is permitted to damage or potentially damage any road or property within the Protected Area without prior permission from the OIC of the Protected Area.

17. No one may damage, hurt or endanger any animal, human being, plant or property of Ezemvelo KZN Wildlife. No

animal or plant may be disturbed, removed or harmed. No rocks may be defaced. It is forbidden to feed the animals.

18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.

19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.

20. Designated toilets must be provided and only these may be used for ablutions.

21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.

22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.

23. No animals are to be brought to site or into the Protected Area. No pets are permitted.

24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.

25. Advertising or trading within the Protected Area is not allowed.

26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.

27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.

28. Night lighting must be appropriate and directed towards the construction works.

29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.

30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.

31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.

32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.

33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

PART C2: PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

BILL OF QUANTITIES

PROJECT TITLE	REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE				
Rate shall mean inclusive of material, labour, equipment cost, and where appropriate for installation and commissioning.					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**RATE**	**AMOUNT**
	ALTERATIONS				
	The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition), SANS 1200 and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	SUPPLEMENTARY PREAMBLES				
	View site				
	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				
	Removal of asbestos material				
	All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations, etc.				
	The following shall apply in respect of asbestos removal				
	The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act. 1993 and the Asbestos Regulations 2001 Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose				

	Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally				
	The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained.				
	REMOVAL OF EXISTING WORK				
	Safely removing all asbestos roof material, etc off site and dispose such material to a dumping site to be located by the contractor				
	-				
1	Asbestos roof material.	Item	1		
	SERVICING, REPAIRING, CLEANING, ETC				
	-				
2	Thoroughly clean-up site and rehabilitate vegetation where asbestos material is stored.	Item	1		
	-				
	PROVISIONAL SUMS AND ALLOWANCES				
3	Provide the sum of R 5 000.00 (Five Thousand Rands Only) for Health and Safety file and adherence to all Health and Safety requirements.	Item	1	R5 000,00	R5 000,00
4	Provide the sum of R 1 800.00 (One Thousand Eight Hundred Rands Only) for a JBCC MW Edition 5.2 May 2018.	Item	1	R1 800,00	R1 800,00
				TOTAL OF WORK	
				Add: Preliminary and General Costs of 10%	
				TOTAL OF WORK INCLUDING P&G's	
				VAT (15%)	
				GRAND TOTAL	

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

REMOVAL AND DISPOSAL OF ASBESTOS ROOF MATERIAL AT WAGENDRIFT NATURE RESERVE

2. EXTENT OF THE WORKS

Removal of Asbestos roof material off site and safely dispose of at an approved asbestos disposal site. Clear area and vegetation surrounding asbestos materials, rehabilitate area as necessary and clean-up site.

3. LOCATION OF THE WORKS

GPS co-ordinates for the site: 29° 02′ 40.17″ S, 29° 50′ 34.46″ E.

4. CERTIFICATION BY RECOGNIZED BODIES

- Registered in accordance with the provisions of the Occupational Health and Safety Act, Act 85 of 1993, as amended and the Asbestos Abatement Regulations 2020

5. SERVICES TO BE PROVIDED

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

6. UNAUTHORISED PERSONS

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

7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must ensure all banking details are up to date on CSD.

8. DAILY RECORDS

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

9. PAYMENT CERTIFICATES

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

10. PERMITS

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

11. PROOF OF COMPLIANCE WITH THE LAW

- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- The National Building Regulations – SANS 10400 Part T and Building Standards Act 1977 (Act 103 of 1977)
- The Environmental Act and regulations
- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

Site Information

General

a) The site is located at Wagendrift Nature Reserve, about 5 km west of Estcourt, surrounding the Wagendrift Dam on the Bushmans River, just outside Estcourt across the N3 highway in KwaZulu-Natal. GPS Co-ordinates for Wagendrift Nature Reserve: 29° 02′ 40.17″ S, 29° 50′ 34.46″ E.

b) Site is a live environment and caution must be made not to disrupt the day-to-day functions of the surrounding buildings, staff, and public accessing the facility. Site to be always kept clean and neat. 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 contractor's yard.

