



INVITATION TO QUOTE

NAME OF BIDDER:	
RFQ NUMBER:	RFQ 05/07/2026
DESCRIPTION OF GOODS AND SERVICE REQUIRED:	APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.
REQUIRED CIDB GRADING	IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING OF 2SF OR HIGHER.
COMPULSORY SITE BRIEFING SESSION DATE & ADDRESS:	Date: 22 July 2026 Time: 11:30am Venue: Queen Elizabeth Park 1 Peter Brown Drive Montrose Pietermaritzburg 3202
MANDATORY REQUIREMENT	REFER TO PAGE 15 FOR MADATORY REQUIREMENTS
CLOSING DATE AND TIME:	29 July 2026 11:00am
VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	✓ Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. <u>Failure to send to the above email address will result in your bid being disqualified.</u> ✓ Please state the RFQ number as the reference number on the subject line when responding to the RFQ. ✓ Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid. ✓ Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file (Zip file). Submission of more than one E-MAIL will result in your bid being disqualified.
FOR ATTENTION:	Kwanele Mbatha

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.

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

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

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	RFQ 05/07/2026	CLOSING DATE:	29 July 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.				
BID RESPONSE DOCUMENTS MUST BE E-MAILED TO BELOW ADDRESS:					
Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. <u>Failure to send to the above email address will result in your bid being disqualified.</u>					
Please state the RFQ number as the reference number on the subject line when responding to the RFQ.					
Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.					
Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (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	Kwanele Mbatha		CONTACT PERSON	Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1186		TELEPHONE NUMBER	033-8451912	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mbathak@wildlife.com		E-MAIL ADDRESS	Bongiwe.Mazibuko@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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling

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.

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 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

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.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	02		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are women.	02		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are youth.	06		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 with disabilities.	06		Proof of disability letter from medical doctor or other authorised healthcare professional that confirm a person has a disability
Geographical Location: KwaZulu Natal	04		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

2.1 Name of company/SPV.....

2.2 Company registration number:

2.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium/
☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the Joint Building Contract Committee (JBCC) Minor Works Edition 5.3 of June 2024 and the following applicable other Special Conditions of Contract.

2. BACKGROUND

Ezemvelo KZN Wildlife is a South African state-owned conservation agency established in terms of the KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997) with the mandate of conserving; protecting; controlling, and managing protected areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu-Natal (KZN) province. As a public entity, Ezemvelo is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999) and listed as a Schedule 3 Part C public entity. As one of the leaders in global biodiversity conservation, the organization manages more than 110 protected areas in the KZN province. Ezemvelo nature reserves house some of the rare and most valuable biodiversity species and cultural heritage sites in the World that are spread across 110 protected areas (of which 34 have tourism facilities or resorts) in a total land surface area amounting to more than 800,000 ha. Some of Ezemvelo tourism facilities are situated in one (1) of two (2) World Heritage sites in the province, namely the Maloti-Drakensburg that draws a number of local and foreign tourists to drive ecotourism growth and creates both local economic and rural development. Thus, promoting tourism destination development and contribute towards the transformation of national, provincial, and local tourism sectors.

3. Evaluation PHASES

The bid shall be evaluated in three (03) phases, the details of the evaluation stages are outlined below:

3.1. Phase 1: Administrative Compliance:

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

3.2. 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 **2SF**, 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 **2SF, 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 **2SF, 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 2SF or higher.	
2.	Proposed Technician The bidder must assign a suitably qualified technician who is registered with the South African Qualification and Certification Committee (SAQCC) under Registration Number 1475, in accordance with the requirements of the Department of Employment and Labour. Bidders are required to submit valid and verifiable proof of registration for the proposed technician. The documentation provided must clearly confirm that the technician holds a current and valid SAQCC 1475 Fire Protection Installation Certificate.	

3.3. 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.

4. AWARD OF CONTRACT

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

5. QUOTATION SUBMISSION

Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the dedicated email address will result in your bid being disqualified. Please state the RFQ number as the reference number on the subject line when responding to the RFQ. **NB: Only Quotations submitted in a PDF format will be considered**

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

6. SPECIFIC CONDITIONS

- Response to Call Outs
 - a. The service provider shall respond to call outs as and when required by the client.
 - b. Ad hoc call outs before midday - response must be the same day and repairs must be within 6 hours.
 - c. Ad hoc call outs after midday - response must be within 24 hours.
 - d. The service provider will be required to provide services as per request of the client during and outside working hours.
- Hourly Rates
 - a. The working hours have been divided as follows: normal working hours from Monday to Friday; after hours, Saturday, Sundays, and public holidays.
 - b. The hourly rates will be charged at agreed standard rates between Ezemvelo KZN Wildlife and the service provider.
 - c. The implementation of the work must be discussed with the budget holder, and the service provider must be in line with the magnitude of the scope and agreed upon between Ezemvelo KZN Wildlife and the service provider.
- Call-Out Fee
 - a. A call-out fee will be charged once per task and will be at agreed standard rates between the entity and the service provider.
 - b. Ezemvelo reserves the right to call another contractor to do the same job should the contractor who is called first fail to honor the agreed-upon response times to handle a job at no additional cost to Ezemvelo.
 - c. Kilometers
 - d. Kilometers will be charged at agreed standard rates (prevailing Department of Transport rates) from the service provider's primary address to Ezemvelo KZN Wildlife for the purposes of this bid.
 - e. The usage of vehicles must be in line with the magnitude of the repairs and maintenance work to be carried out.
 - f. Upon submission of the quotation, the service provider must submit proof of the vehicle used (eNATIS).
 - g. Ezemvelo reserves the right to request supporting documents such as pictures of the speedometer of the vehicle used at the start and end of the trip and proof of the round trip from Google Maps of the allocated task.
- Material Purchased
 - a. Material purchased for day-to-day and emergency work will be charged at an agreed standard percentage (mark-up) between Ezemvelo and the service provider.
 - b. The material must be in line with the scope and agreed upon between the employer and the service provider.
 - c. The service provider must submit the invoice for material purchased (where the material was purchased) together with the invoice for work done; failure to do so will result in the work order and payment not being processed.

- d. In cases where the service provider has material in store, a valid quotation from reputable hardware stores with competitive prices must be submitted for confirmation of market-related prices. The entity reserves the right to perform its own market assessment to determine the reasonableness of the prices.

APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.

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 T1: Quotation Procedures
--	--------------------------------------

	T1.1 Annexure C - Standard Conditions of Quote
--	--

	T1.2 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:

Appointment of Service Provider to Replacement and Servicing of Fire Equipment at Ezemvelo KZN Wildlife East Region Areas for a period of 12 months

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

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

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

Amount (in words):	
Amount in figures:	R

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

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

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Schedule of Deviations

Notes:

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

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. Subject:
Details:

1.1.4. Subject:
Details:

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

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

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
Minor Works Agreement
Edition 5.3 - June 2024

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 5.3 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 5.3

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	APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.
Reference number	
Works description	APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

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

A 4.0 Principal agent [1.1; 5.1]

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

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

Law applicable to the works, state country [2.1]	South Africa
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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 5.3 June 2024	1 to 19
The JBCC ® Minor Works Agreement - Contract Data, Edition 5.3 June 2024	1 to 11
The JBCC ® General Preliminaries for use with the JBCC ® Minor Works Agreement, Edition 5.3 June 2024	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 be 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	12 Calendar months after site handover	R1500 per day

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

B 14.0 Payment [19.0]

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

B 15.0 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 - specific requirements [P11.1]	Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Applicable
Disturbance - specific requirements [P11.5]	Applicable
Environmental disturbance - specific requirements [P11.6]	Applicable

B 13.0 Changes made to JBCC® documentation

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

C TENDERER'S SELECTIONS

D 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

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

Year 1 contractor's annual holiday period	start date	15/12/2025	end date	09/01/2026
Year 2 contractor's annual holiday period	start date	14/12/2026	end date	15/01/2027
Year 3 contractor's annual holiday period	start date		end date	

D 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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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 Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regs.	Before commencement on site

2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regs.	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

Project:

ANNEXURE B

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

Appointment	OHS Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 8.7	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.

Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 24	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

OTHER REQUIREMENTS

Project:

ANNEXURE C

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

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

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

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

.....
.....

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

Name of proposed subcontractors:

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

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

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

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

SIGNATURE:
.....

DATE:

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

RESERVE RULES FOR CONTRACTORS

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

**APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING
OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS
FOR A PERIOD OF 12 MONTHS.**

BILL OF QUANTITIES

Bill of Quantities- Fire Equipment's

SECTION A							
ITEM NO	DESCRIPTION	UNIT	QTY	RATES		AMOUNT	
				R	C	R	C
Service existing fire extinguishers (STP DCP)							
A01	Service 1 kg STP extinguishers	Ea	1				
A02	Service 1.5 kg STP extinguishers	Ea	1				
A03	Service 2.5 kg STP extinguishers	Ea	1				
A04	Service 4.5 kg STP extinguishers	Ea	1				
A05	Service 9 kg STP extinguishers	Ea	1				
Service existing fire extinguishers (co ²)							
A06	Service 2 kg co ² extinguishers	Ea	1				
A07	Service 5 kg co ² extinguishers	Ea	1				
A08	Service 6.8 kg co ² extinguishers	Ea	1				
Recharge existing fire extinguishers (STP DCP)							
B01	Recharge 1 kg STP extinguishers	Ea	1				
B02	Recharge 1.5 kg STP extinguishers	Ea	1				
B03	Recharge 2.5 kg STP extinguishers	Ea	1				
B04	Recharge 4.5 kg STP extinguishers	Ea	1				
B05	Recharge 9 kg STP extinguishers	Ea	1				
Recharge existing fire extinguishers (co ²)							
B06	Recharge 2 kg co ² extinguishers	Ea	1				
B07	Recharge 5 kg co ² extinguishers	Ea	1				
B08	Recharge 6.8 kg co ² extinguishers	Ea	1				
Fire hose frames and hoses							
D01	Service existing fire hose reel	Ea	1				
D02	Supply and fit new hose reel and frame.	Ea	1				
D03	Supply and fit new 30 m hose.	Ea	1				
D04	Supply and fit new nozzle	Ea	1				
D05	Supply and fit new clamp	Ea	1				
D06	Supply and fit fire hose reel CP valve	Ea	1				
D07	Supply and fit fire hose reel gooseneck	Ea	1				
Fire hydrants							
E01	Service existing fire hydrant	Ea	1				
E02	Supply and fit new hydrant washer	Ea	1				
E03	Supply and fit new hydrant complete.	Ea	1				
E04	Supply and fit new red hydrant hose (30mt x 65mm with male & female)	Ea	1				
E05	Supply new hydrant hose nozzle (open & close type)	Ea	1				
E06	Supply new hydrant hose nozzle (straight through type)	Ea	1				
E07	Service and test existing hydrant hose for defects	Ea	1				
E08	Supply and fit hydrant hose coupling 65mm M/F pair	Ea	1				
E09	Supply new fire hydrant blank cap	Ea	1				
Signage							
F01	Supply and fit new 290 x 290 mm signage	Ea	1				
F02	Supply and fit new 190 x 190 mm signage	Ea	1				
F03	Supply and fit new chevron board	Ea	1				
F04	Supply and fit new backing board	Ea	1				
F05	Supply and fit double sided hanging aluminium frame signage with chain, (ABS normal) 190 x 380 mm.	Ea	1				
F06	Supply and fit double sided hanging aluminium frame signage with chain, (ABS normal) 290 x 580 mm.	Ea	1				

G01	Supply and fit new (4.5 kg STP DCP) cabinet	Ea	1			
G02	Supply and fit new (9 kg STP DCP) cabinet	Ea	1			
G03	Supply and fit new (5 kg co ²) cabinet	Ea	1			
G04	Supply and fit new hydrant hose cabinet	Ea	1			
G05	Supply and fit new hose reel cabinet	Ea	1			
Fire Detector system new						
H01	Detector	Ea	1			
H02	Sounder	Ea	1			
H03	Manual Call point	Ea	1			
H04	Panel	Ea	1			
H05	Master control system	Ea	1			
Fire Detector System Service						
H06	Detector	Ea	1			
H07	Sounder	Ea	1			
H08	Manual Call point	Ea	1			
H09	Panel	Ea	1			
H010	Master control system	Ea	1			
H011	Battery	Ea	1			
Others						
I01	Hydrostatic test co ² according to SANAS requirements	Ea	1			
I02	Pressurize with nitrogen	Ea	1			
I03	Pressure test (STP DCP) extinguishers	Ea	1			
I04	Replace gauge (STP DCP)	Ea	1			
I05	Replace head assembly (STP DCP)	Ea	1			
I06	Replace head assembly (co ²)	Ea	1			
I07	Handle (STP DCP)	Ea	1			
I08	Handle (co ²)	Ea	1			
I09	Replace gland packing (hose reels)	Ea	1			
I10	Replace O rings (hose reels)	Ea	1			
I11	Replace O rings (extinguishers)	Ea	1			
I12	Fire extinguisher mounting bracket	Ea	1			
I13	Fire extinguisher hose and horn (co ²)	Ea	1			
I14	Hydrant lip washers	Ea	1			
I15	Vehicle mounting bracket (9 kg STP)	Ea	1			
I16	Vehicle mounting bracket (2.5 kg STP)	Ea	1			
I17	Vehicle mounting bracket (1.5 kg STP)	Ea	1			
I18	Relocate extinguisher, bracket and chevron board	Ea	1			
I19	Replace seal and plunger (co ²)	Ea	1			
I20	Supply key for extinguisher and hose reel cabinets.	Ea	1			
I21	Supply and fit pressure gauges with fittings to replace existing damaged gauges to booster line	Ea	1			
Section A -SUB TOTAL						

Item	Description		Unit	Estimate d Quantity	Rate	Amount
1	Call-out rate to any facility per visit	Rate/call out	No	1		
2	Section A carried forward	Material	Sum	1		
3	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Normal working	Artisan	Rate/hour	1hr		

4	hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	General Worker	Rate/hour	1hr		
5	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during After working hours and Saturdays (18:00 – 06:00) . This cost exclude material which has previously been dealt with in this schedule.	Artisan	Rate/hour	1hr		
6		General Worker	Rate/hour	1hr		
7	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Sunday and Public Holiday . This cost shall exclude material, which has previously been dealt with in this contract	Artisan	Rate/hour	1hr		
8		General Worker	Rate/hour	1hr		
9	Travel cost		Rate/ km	1		
10	Percentage of mark-up on material	Percentage (%)		1		
	NOTE: All materials that are not specified above will only be allowed at 20% mark-up					
	Sub-Total					R
	Add VAT @15%					R
				Total		R

SCOPE OF WORK

PROJECT DESCRIPTION:

Appointment of Service Provider to Replacement and Servicing of Fire Equipment at Ezemvelo KZN Wildlife East Region Areas for a period of 12 months

1. INTRODUCTION

The purpose of this submission is to obtain approval to procure a Service Provider for as and when maintenance, servicing and repairs to fire equipment for the EZEMVELO KZN

2. BACKGROUND INFORMATION

The project entails the service of all firefighting equipment to all Ezemvelo KZN Wildlife facilities including all staff accommodation and office's own by Ezemvelo. Ezemvelo KZN Wildlife has a mandate of conserving nature within and outside its protected areas as well as promoting eco-tourism for the benefit of the people. Ezemvelo KZN Wildlife believes in ensuring the cleanliness of its properties, to positively contribute towards achieving its mandate.

These units need to be fully functional and operational all the time and therefore required to be serviced on a yearly basis in accordance with applicable regulations to ensure they are operating safely at any given time. The nature of the contracts is.

- (1.) 'As and When Required' servicing of the fire equipment and
- (2.) "As and When Required" maintenance, repairs and replacement of the equipment following failures and non-functionality to restore the equipment to sound operational state.

3. OBJECTIVE OF THE PROPOSED PROJECT

1.The primary intent of sourcing this service is to ensure best practice maintenance regime and sound operation of the equipment to be fully compliant with all applicable regulations, including but not limited to, Occupational Health and Safety Act, OHS Act 85 of 1993, Rail Safety Regulator (Act 16) and all SANS related regulations.

2.EKZNW has a legal responsibility to maintain and service its fire equipment. In addition to this, preventative maintenance is needed to keep equipment in optimum condition, leading to more reliable equipment. Safety is a top priority when it comes to maintenance, servicing and repairs to the fire equipment

4. SCOPE OF WORKS AND AREAS OF FOCUS

The scope of work is.

- (1.) 'As and when required' maintenance and servicing of the fire equipment
- (2.) "As and when required" repairs to the equipment following failures and non-functionality to restore to sound operational state. The repairs are to be conducted in accordance with required emergency responses at various facilities and stations.
- (3.) Replace all condemned and missing fire equipment.
 - a. Perform pressure testing on all units that require it.
 - b. Ensure all gas suppression units are functional to adequately protect the building from fire, including refilling or replacing gas suppression systems.
 - c. Inspect fire extinguishers regularly to confirm their proper functioning. Fire extinguishers should be inspected and serviced to ensure they are operational.
 - d. Conduct routine maintenance on fire extinguishers, including refilling, recharging, and repairing them.
 - e. Provide the necessary training to the users or owner.
 - f. Maintain documentation and reports of inspections, service, and replacements of fire extinguishers.
 - g. Replace any non-functional or irreparable fire extinguishers.
 - h. Acquire new fire extinguishers that meet relevant standards and regulations.

- i. Ensure all fire extinguishers are installed, serviced, and maintained according to applicable regulations and standards.
- j. Provide records of inspections, servicing, and any fire extinguisher replacements.
- k. Use approved tools and materials for servicing and replacing fire extinguishers.
- l. Maintain certification and accreditation for servicing and replacing fire extinguishers
- m. Ensure possession of the necessary equipment and tools to conduct the work effectively.

5. OPERATING PROCEDURE

5.1. Availability Requirements

The successful Contractor is expected to be available to respond twenty-four (24) hours per day, seven (7) days per week, as determined by the nature of a given situation and/or emergency.

The type of work the Contractor will respond to will include, but is not limited to, repairing of faults, damaged, vandalized or stolen fire equipment as and when required.

5.2. Maintenance Materials and Tools

The contractor is required to furnish all materials, labour, tools, and accessories required to complete the work.

All maintenance material, tools and equipment to be used must be safe and sound at all times and meet calibration standards.

Housekeeping is an essential component of good maintenance environment and therefore the contractor will be required to leave premises in order.

5.3. Spare Parts Requirements

The contractor shall provide spare parts for repairs of each unit and ensures the supply of replacement parts that are manufactured by the original equipment manufacturers (OEM) or parts that are confirmed as equivalent by the Contractor shall be approved by EKZNW technical service representative. The contractor shall have sufficient spares readily available for delivery and installation/repairs for all fire equipment under this contract, and shall provide a constant, high quality service to properly protect all equipment from deterioration and to provide constant peak performance of the fire equipment.

A list of attainable replacements parts by part number shall be furnished as and when requested and the contractor will be responsible for maintaining an up-to-date inventory. The parts shall be kept on stock and if not, the contractor must source the required spares and be available within 24 Hours. The contractor will be responsible for providing all the critical spares foreseeable with fire equipment.

5.4. Maintenance Reports

All scheduled and planned maintenance and servicing shall be conducted and carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry out work on the maintenance units as per this specification. The fire equipment to be marked / noted on the equipment which is to be properly completed by the Contractor on every visit

and the reason for the visit recorded.

The Contractor shall produce and issue to EKZNW a written report of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor. Reports will highlight:

- The type of work or service is done.
- Problems experienced.
- Results of inspection
- Faults found and their priority thereof.
- Replacement parts
- Recharging / refilling of units
- Date of service and date of next service
- Service records of all equipment

5.5. Audits and Quality Control

Quotations for any corrective work required shall be submitted to EKZNW and with the approval of such quotations the Contractor will correct or repair accordingly.

EKZNW reserves the right to conduct an independent safety and quality audit to be carried out on the maintenance performance of the units. The contractor shall provide his own quality controls to ensure compliance with the specifications, unit's maintenance manuals, any changes to legislation or regulations applicable to the maintenance units and possible modernization products to upgrade or to improve the reliability and performance of the units will be brought to EKZNW for consideration.

6. Specific Condition

- a. Upon completion of the work, the contractor is required to submit a completion certificate immediately to Ezemvelo KZN Wildlife for final inspection.
- b. All repair work must utilize approved materials and equipment that are suitable for the systems they serve and comply with relevant codes of practice, standards, regulations, manufacturer specifications, municipal laws, and bylaws.
- c. The contractor must comply with all occupational health and safety regulations and instructions.
- d. Provide liability insurance to cover any damage or losses resulting from their work.
- e. All fire extinguishers, fire hydrants, and hose reels shall be serviced in accordance with the OHS Act 83 of 1993 and the Vessels Under Pressure Regulations (1), which states that "No person shall fill, recharge, recondition, modify, repair, inspect, or test any handled fire extinguisher unless they are a holder of a permit issued by the South African Bureau of Standards in terms of SANS 1475."
- f. The technician is required to be registered with the South African Qualification & Certification Committee (SAQCC) Fire.
- g. In the facilities with restaurants, smoke dictators must be installed.
- h. Appointed service provider must always have sufficient equipment's to leave at the stations when collecting the extinguishers for servicing or testing.

7. MAINTENANCE WORK

- 7.1 The Contractor shall regularly and systematically examine the "equipment" in accordance with all the "regulations", the Agreement, the "manufacturer's requirements" and the Contractor's "maintenance plan", and perform the necessary adjustments, component replacements, as specified by the "manufacturer".

8. MAINTENANCE PLAN

- 8.1 The Contractor shall prepare a detailed “maintenance / service plan” for the “equipment”, which the Client shall review and acknowledge. The maintenance shall only be considered acceptable if it is presented as a **one (1)** bound and indexed document.
- 8.2 The Contractor shall perform the maintenance in accordance with the “maintenance / service plan”. Acceptance of the “maintenance service plan” by the Client or its duly appointed agents shall not limit in any way the Contractor’s responsibility to undertake whatever tasks are required during the “term” of the Agreement to ensure achievement of the “maintenance objectives” and safe operation of the “equipment”.
- 8.3 The “maintenance service plan”, which is an integral part of the Agreement, shall include, as a minimum, the month-by-month program for the contractual period detailing the “maintenance / service work” planned to be carried out on each unit.
- 8.4 The “maintenance work” shall be monitored and reported against the “maintenance service plan”, and the terms and conditions of the Agreement. The “maintenance service plan” shall be reviewed and updated as necessary by agreement between the parties.
- 8.5 Where the “maintenance plan” is in conflict, by way of offering a lesser service, with the Agreement, the Agreement shall be deemed to supersede the Contractor’s “maintenance service plan”.
- 8.6 In addition the “maintenance service plan” shall clearly indicate:
- 8.6.1 The safety procedures to be followed when “call-outs” are received. These procedures shall include from the time the call-out is received to the time the “equipment” is put back into operation.
 - 8.6.2 A brief but clear description on how the “maintenance time” is calculated for “repair / replacement or refilling” of fire equipment. A “maintenance time” calculation sheet shall be considered as an acceptable description.
 - 8.6.3 The actual planned or target “maintenance time” for specific “units”.

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

APPOINTMENT OF SERVICE PROVIDER TO REPLACEMENT AND SERVICING OF FIRE EQUIPMENT AT EZEMVELO KZN WILDLIFE EAST REGION AREAS FOR A PERIOD OF 12 MONTHS.

2. EXTENT OF THE WORKS

Remove old equipment and replace with new for fire hose reel, fire extinguisher and fire hydrants.
Provide service for a period of 6 months for all fire equipment on site.

3. LOCATION OF THE WORKS

All EKZNW reserves, Resorts and camps

4. CERTIFICATION BY RECOGNIZED BODIES

- Construction Industry Development Board.

5. SERVICES TO BE PROVIDED

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

6. UNAUTHORISED PERSONS

The contractor shall always keep unauthorized persons from the works. Under no circumstances may any person 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
- An Electrical Certificate of Compliance, in accordance with the SANS 10142-1 Wiring Code will be required for all Electrical Works.
- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.