

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023



**SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**

**Contract No: SANBI: G473/2023**

**REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE  
CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT  
THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA**

**PROCUREMENT DOCUMENT**

**AUGUST 2023**

**Issued by:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184  
Gauteng

**Prepared by:**

KWP CREATE Landscape Architects  
P.O. Box 332  
Groenkloof  
0027  
City of Tshwane

**Contact:**

Supply Chain Management

E-mail: [sanbi.tenders@sanbi.org.za](mailto:sanbi.tenders@sanbi.org.za)

**Contact:**

Ms M Cilliers or Mr A du Pisanie

Tel: 012 343 9141

E-mail: [mitha@kwpcreeate.com](mailto:mitha@kwpcreeate.com)  
[almer@kwpcreeate.com](mailto:almer@kwpcreeate.com)

**Name of tenderer:** .....

**Address:** .....

**Tel no.:** ..... **Fax no.:** .....

**Email:** .....

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## PART T: THE TENDER

### Part T1: Tendering Procedures

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDRENS ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

<b>Advertising date:</b>	<b>25 August 2023</b>	<b>Closing date:</b>	<b>15 September 2023</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 days</b>

#### T1.1 Tender Notice and Invitation to Tender

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES TENDERERS FOR THE FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDRENS ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA

**Tender documents will be available** as from **25 September 2023** and will be available **ONLINE ONLY** on the SANBI website [www.sanbi.org](http://www.sanbi.org) (click on "Opportunities").

A compulsory site briefing session will take place on **05 September 2023 at 11:h00** at the Public Entrance gate at the Pretoria National Botanical Garden, Gauteng. Only one representative per service provider will be allowed to attend the scheduled compulsory site briefing session. Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below.

Department: Supply Chain Management  
Email: [Sanbi.Tenders@sanbi.org.za](mailto:Sanbi.Tenders@sanbi.org.za)  
Cc: [stephanie@kwpcreeate.com](mailto:stephanie@kwpcreeate.com)  
Cut-off date for enquiries: **11 September 2023 at 12:00**

Any queries regarding the tender document or any related matter prior to submission of tenders must be directed to:

<b>SANBI Representative (Technical Queries Only)</b>	KWPCREATE Landscape Architects 012 343 9141 <a href="mailto:mitha@kwpcreeate.com">mitha@kwpcreeate.com</a>
<b>SANBI SCM Representative</b>	<a href="mailto:sanbi.tenders@sanbi.org.za">sanbi.tenders@sanbi.org.za</a>

The closing time and date for the receipt of tenders is **11:00** on **15 September 2023**.  
The tenders will **NOT** be opened in public (please note that the two-envelope system is being followed). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## PART T: THE TENDER

### Part T1: Tendering Procedures

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDRENS ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

#### T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

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.

<b>Clause number</b>	<b>Tender Data</b>
C.1.1.1	<p>The Employer is: South African National Biodiversity Institute (SANBI):</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Pretoria National Botanical Garden 2 Cussonia Avenue, Biodiversity Garden Brummeria, Pretoria</p> <p>The Employer's address for communication relating to this project is: Private Bag X101 Silverton 0184</p>
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>PART T: THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable documents/schedules</p> <p><b>PART C: THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health &amp; Safety Agreement 37(2) <b>Part C2: Pricing Data</b> C2.1 - Pricing Instructions</p>

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Clause number	Tender Data
	<p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of Works</b></p> <p>C3.1 - Description of the works</p> <p>C3.2 - Construction</p> <p><b>Part C4: Site Information</b></p> <p>C4.1 - Site location</p> <p><b>Annexures</b></p> <p>Annexure A - Specifications</p> <p>Annexure B – Drawings</p>
C.1.4	<p>The employer's agent is:</p> <p>kwpCREATE Landscape Architects            012 343 9141            mitha@kwpccreate.com</p>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders</p> <p>Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further.</p> <p>(a) CIBD registration</p> <p>Only those tenderers who are registered with the CIBD 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 <b>SH3</b> class of construction and landscaping work eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIBD;</li> <li>2. the lead partner has a contractor grading designation in the <b>SH3</b> class of construction work and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation of <b>SH3</b></li> </ol> <p>(b) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p>
C.2.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of clause C.3.8.</p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list</p>
C.2.8	<p>Request clarifications at least 7 working days before the closing time.</p>

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Clause number	Tender Data
C.2.12	<p>Main tender offers are required to be submitted together with alternative tenders.</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	<p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p> <ul style="list-style-type: none"> <li>• Financial: one (1) original document marked "Original" <b>including</b> Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and</li> <li>• Technical: one (1) document pack <b><u>without any</u></b> pricing (files in PDF format) on a <b><u>memory stick</u></b></li> </ul> <p>Financial or pricing details should <b>ONLY</b> be included in the printed document pack marked '<b>ORIGINAL</b>', and not in the PDF file(s) of the document(s) on the <b>memory stick</b>.</p> <p><b>NB:</b> Failure to submit one printed document pack with pricing in one envelope, and a document pack without pricing on a memory stick will lead to your bid being <b>disqualified</b>.</p> <p><b>INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE MEMORY STICK WILL LEAD TO THE BID BEING DISQUALIFIED.</b></p> <p>The original document will be placed in one envelope and the memory stick will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following:</p> <ul style="list-style-type: none"> <li>• The address as stated in C.2.15.1 below</li> <li>• The identification details as stated in C.2.15.1 below</li> <li>• Name of the Tenderer</li> <li>• The words "Not be opened before the Tender opening"</li> </ul> <p>The Technical and Financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words <b>NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE</b></p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

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Clause number	Tender Data
C.2.15.1	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender box:</b> Biodiversity Garden</p> <p><b>Physical address:</b> Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria</p> <p><b>Identification details:</b> Tender number: SANBI: G473/2023</p> <p><b>Title of Tender: REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b></p>
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is 90 days.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> <li>(1) withdraws his tender;</li> <li>(2) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>(3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9</li> </ol> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption</p>
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Tender Documents will <b>not be returned</b> to bidders
C.2.23	<p>The tenderer is required to submit with his/her tender, the following <b>(failure to provide below documentation will result in the tender being rejected)</b>:</p> <ol style="list-style-type: none"> <li>1) A copy of the Central Suppliers Database (CSD) registration report or registration number.</li> <li>2) A printed copy of the Active Contractor's Listing off the CIDB website (<a href="http://www.cidb.org.za">www.cidb.org.za</a>)</li> <li>3) Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.</li> </ol>
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.4.1	The tenders will not be opened in public.
C.3.5.1	The two-envelope system will be followed for this Tender.
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.

Clause number	Tender Data
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in <b>Annexure A</b> .
C.3.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: <ol style="list-style-type: none"> <li>a) the tenderer submits <b>a copy of the CSD registration report or registration number</b> (refer to T2.1.13);</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.12).</li> <li>c) the tenderer 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.</li> <li>d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.16).</li> <li>e) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA).</li> <li>f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ol>

## Annexure A

This annexure contains all the criteria that the Employer shall use to evaluate tenders. In accordance with clause C.3.11 of the Standard conditions of tender. No other factors, methods or criteria shall be used. The tenderer shall provide all the information requested in the forms included in Part T2.2 – Returnable schedules.

Tenders shall be evaluated in three stages as follows:

- Stage 1 – Evaluation of Eligibility and Administrative compliance
- Stage 2 – Evaluation of Functionality
- Stage 3 – Evaluation of Tender Price and Preference

### 1 Stage 1: Eligibility and Administrative compliance

The first stage will determine whether bids are compliant with all mandatory and disqualifiable submission requirements. Bidders that are deemed compliant will be eligible for further evaluation.

The criteria as identified in Clauses C.2.23 and C.3.13 in the Tender Data will be used to determine the tender's eligibility.

For administrative compliance the tenderers must complete all the returnable forms in Part T2.2, the Bill of Quantities and the Offer section in Part C1.1.

### 2 Stage 2: Functionality

The tenderers who complied with the eligibility and administrative criteria in stage 1 are considered for further evaluation on their capability to execute the project.

In this stage tenders will be evaluated on functionality according to the criteria listed below. Tenderers who fail to score a minimum of 70 points out of a possible 100 points on functionality criteria will not be eligible for further consideration.

### Scoring quality

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The functionality (quality) evaluation criteria are listed below. Maximum points for each criterion are in bold while points for each sub-criterion are indicated in brackets.

<b>FUNCTIONALITY CRITERIA</b>																
<b>ID</b>	<b>CRITERIA</b>	<b>POINTS</b>														
1	Implementation method and project plan or programme <ul style="list-style-type: none"> <li>Method to be followed in delivering this project, the methodology and approach must be specific to the project and location of works. (this should include the PMBOK knowledge areas as well as all relevant project life cycle stages)</li> </ul>	<b>25</b>  (15)														
	<table border="1"> <thead> <tr> <th><b>Sub-Criteria</b></th> <th><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>No Methodology</td> <td>0</td> </tr> <tr> <td>Poor Methodology</td> <td>3</td> </tr> <tr> <td>Average Methodology</td> <td>6</td> </tr> <tr> <td>Above Average Methodology</td> <td>9</td> </tr> <tr> <td>Good Methodology</td> <td>12</td> </tr> <tr> <td>Comprehensive (Exceptional) Methodology</td> <td>15</td> </tr> </tbody> </table>	<b>Sub-Criteria</b>	<b>Points</b>	No Methodology	0	Poor Methodology	3	Average Methodology	6	Above Average Methodology	9	Good Methodology	12	Comprehensive (Exceptional) Methodology	15	
	<b>Sub-Criteria</b>	<b>Points</b>														
	No Methodology	0														
	Poor Methodology	3														
	Average Methodology	6														
	Above Average Methodology	9														
	Good Methodology	12														
Comprehensive (Exceptional) Methodology	15															
<ul style="list-style-type: none"> <li>Weekly plan/programme with milestones (10)</li> </ul>	(10)															
Contractor's Experience <ul style="list-style-type: none"> <li>Three reference letters (from the client) regarding work of similar scope and scale completed in last three years</li> </ul>		<b>40</b>														
	<table border="1"> <thead> <tr> <th><b>Sub-Criteria</b></th> <th><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>One reference letter</td> <td>5</td> </tr> <tr> <td>Two reference letters</td> <td>10</td> </tr> <tr> <td>Three reference letters or more</td> <td>15</td> </tr> </tbody> </table>	<b>Sub-Criteria</b>	<b>Points</b>	One reference letter	5	Two reference letters	10	Three reference letters or more	15	(15)						
<b>Sub-Criteria</b>	<b>Points</b>															
One reference letter	5															
Two reference letters	10															
Three reference letters or more	15															
2	<ul style="list-style-type: none"> <li>List of at least five other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten years.</li> </ul>															
	<table border="1"> <thead> <tr> <th><b>Sub-Criteria</b></th> <th><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>One Project</td> <td>5</td> </tr> <tr> <td>Two Projects</td> <td>10</td> </tr> <tr> <td>Three Projects</td> <td>15</td> </tr> <tr> <td>Four Projects</td> <td>20</td> </tr> <tr> <td>Five or more Projects</td> <td>25</td> </tr> </tbody> </table>	<b>Sub-Criteria</b>	<b>Points</b>	One Project	5	Two Projects	10	Three Projects	15	Four Projects	20	Five or more Projects	25	(25)		
	<b>Sub-Criteria</b>	<b>Points</b>														
	One Project	5														
	Two Projects	10														
	Three Projects	15														
Four Projects	20															
Five or more Projects	25															
Notes: Supporting documents required to support the claims above, (Corresponding orders/appointment letters, completion certificates and reference letters for projects																

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

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	<p>must be submitted as proof). Bidders must submit all the requested documents as proof to be awarded the points.</p> <ul style="list-style-type: none"> <li>Both appointment letters and reference letters must be on the employer’s letterhead, dated and signed by the employer.</li> <li>Failure to complete and sign schedule of the tenderer’s experience will result in the bidder forfeiting these points.</li> </ul>													
3	<p>Contractor’s Resources – Personnel and Plant</p> <p>Proposed personnel:</p> <ul style="list-style-type: none"> <li>CV for proposed key personnel (<b>at least 3— Contracts Manager, Site Agent &amp; OHS Officer</b>) indicating:                             <ul style="list-style-type: none"> <li>Previous work experience of similar projects</li> <li>Total number of years’ working experience in construction</li> <li>Individual experience on similar work in last five years</li> <li>Certified copies of Qualifications or personnel’s certification or other recognised training courses completed</li> <li>Valid Professional Registration for Contracts Manager (ECSA or SACPCMP) and OHS Agent (SACPCMP)</li> </ul> </li> </ul> <table border="1"> <thead> <tr> <th>Sub-Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Combined CV experience of less than 5 years</td> <td>6</td> </tr> <tr> <td>Combined CV experience of more than 5 years</td> <td>12</td> </tr> <tr> <td>Combined CV experience of more than 10 years</td> <td>18</td> </tr> <tr> <td>Combined CV experience of more than 15 years</td> <td>24</td> </tr> <tr> <td>Combined CV experience of more than 20 years</td> <td>30</td> </tr> </tbody> </table> <p>Note: Each CV with 10 years or more experience will receive a maximum of 10 points.</p> <p>Plant:</p> <ul style="list-style-type: none"> <li>Equipment owned by Contractor - registration documents</li> <li>Equipment to be rented (if any) – with preferred rental companies - letter of intent to hire</li> </ul>	Sub-Criteria	Points	Combined CV experience of less than 5 years	6	Combined CV experience of more than 5 years	12	Combined CV experience of more than 10 years	18	Combined CV experience of more than 15 years	24	Combined CV experience of more than 20 years	30	<p><b>35</b></p> <p>(30)</p> <p>(5)</p>
Sub-Criteria	Points													
Combined CV experience of less than 5 years	6													
Combined CV experience of more than 5 years	12													
Combined CV experience of more than 10 years	18													
Combined CV experience of more than 15 years	24													
Combined CV experience of more than 20 years	30													
<b>TOTAL</b>		<b>100</b>												

Functionality shall be scored by not less than three evaluators in accordance with the following schedules:

Each evaluation criterion will be assessed in terms of five indicators – no response, poor, satisfactory, acceptable, good and very good. Scores ranging from 0 to 5 will be allocated to no response, very poor, poor, acceptable, good and very good responses, respectively. The scores submitted by each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality. The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

Score	Prompt for judgement
0	Failed to address the question / issue
1	Very poor response: - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	Poor response – some elements of the response / answer / solution are present, but documentary evidence is mostly lacking in respect of the required information

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

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3	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
4	Above acceptable - response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
5	Excellent - response / answer / solution provides confidence that the tenderer will add real value to the project.

The minimum number of evaluation points for functionality proposal is **70 points** in order to progress to stage 3 of the evaluation

**3 Stage 3: Tender Price and Preference**

The tenderers who complied with the functionality criteria in stage 2 are considered for further evaluation in terms of their Tender Price and Preference points.

**3.1 Correction of arithmetical errors**

Pursuant to clause C.3.9 of the standard conditions of tender as amended in the Tender Data, correction of arithmetical errors shall be undertaken.

**3.2 Calculation of score for Tender Price**

The score for Tender Price shall be calculated using the following formula:

$$N_F = W_f \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$$

Where:

$N_F$  = the score for Tender Price awarded for the tender under consideration

$W_f$  = the weighting given to financial offer, determined as follows:

- 90 where the Tender Price, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or
- 80 where the Tender Price, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.

$P_t$  = Tender Price of the tender under consideration

$P_{min}$  = Tender Price of the lowest responsive tender

In the event that the calculated value of  $N_F$  is negative, the allocated score shall be 0

**3.3 Financial and Preference**

After calculation of the scores for Tender Price and for Preference, a combined score will be calculated as follows:

$$NT = NF + NP$$

Where:

$NT$  = Total score for tender under consideration

$NF$  = Score for Tender Price

$NP$  = Score for Preference

The tender with the highest score should be recommended for appointment.

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

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## Annexure C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied, and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

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**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall

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state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its specific goals and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

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(ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	Cost effective

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**PART T: THE TENDER**

**Part T2: Returnable Documents**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

**T2.1 List of Returnable Documents**

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Resolution of Board of Directors (T2.1.01)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capacity of Tenderer (T2.1.05)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Point System (T2.1.06)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Monthly Expenditure (T2.1.08)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## 2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Declaration of Interest (T2.1.10)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of registration with Construction Industry Development Board (T2.1.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of CSD Registration Certificate (T2.1.14)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Financial Reference (T2.1.15)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Datasheets (T2.1.20)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Liability Insurance (T2.1.19)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Record of Addenda to Tender Documents (T2.1.16)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.1.17)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Applicable Form of Guarantee	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Bill of Quantities	82 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>C1.1 Offer portion of Form of Offer and Acceptance</b>
<b>C1.2 Contract Data (Part 2)</b>
<b>C1.3 Form of Guarantee</b>

## RETURNABLE DOCUMENT CHECKLIST

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
 Contract No: SANBI: G473/2023

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules and subsequent placement in the correct **Technical** and **Financial** envelopes.

**A TECHNICAL ENVELOPE (1 COPY)**

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.08	Estimated Monthly Expenditure	
T2.1.10	Declaration of Interest	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board (T2.1.12)	
T2.1.13	Original Valid Tax Clearance Certificate	
T2.1.14	CSD Registration Certificate	
T2.1.15	Financial Reference	
T2.1.16	Record of Addenda to Tender Documents	
T2.1.17	Compulsory Enterprise Questionnaire	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.19	Proof of Liability Insurance	
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
SBD 9	Certificate of Independent Quotation Determination	

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
 Contract No: SANBI: G473/2023

**B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)**

The entire original tender document must be submitted in this envelope including the forms as listed below:

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	

**T2.1.01: RESOLUTION OF BOARD OF DIRECTORS**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

.....  
 .....  
*(legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the South African National Biodiversity Institute in respect of the following project:

.....  
 .....  
*(project description as per Bid / Tender Document)*

Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Ms: .....

in \*his/her Capacity as: ..... *(Position in the Enterprise)*

and who will sign as follows: .....

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

***ENTERPRISE STAMP***

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**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

**T2.1.02: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

.....  
.....  
*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

.....  
.....

**(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)**

to the South African National Biodiversity Institute in respect of the following project:

.....  
.....  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: .....

in \*his/her Capacity as: ..... *(Position in the Enterprise)*

and who will sign as follows: .....

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Joint Venture formation/arrangement will be in the following proportions:

<b>Name of Contractor</b>	<b>Proportion (%)</b>

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address: .....

.....

..... (code)

Postal address: .....

.....

..... (code)

Telephone number: ..... (code)

Fax number: ..... (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

---

**T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

- 1. ....  
.....
- 2. ....  
.....
- 3. ....  
.....
- 4. ....  
.....
- 5. ....  
.....
- 6. ....  
.....
- 7. ....  
.....
- 8. ....  
.....

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the South African National Biodiversity Institute in respect of the following project:

.....  
.....  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

\*Mr/Ms: .....

in \*his/her Capacity as: ..... *(Position in the Enterprise)*

and who will sign as follows: .....

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
 Contract No: SANBI: G473/2023

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: .....
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Employer 30 day’s written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Employer for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Employer, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Employer referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address:.....  
 .....  
 ..... (code)

Postal address: .....  
 .....  
 ..... (code)

Telephone number: ..... (code)

Fax number: ..... (code)

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*Note:*

1. \* Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



**T2.1.05: CAPACITY OF TENDERER**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

1. **WORK CAPACITY:** *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled technicians employed		Unskilled employees employed	
Categories of technicians	Number	Categories of employees	Number

- 1.1. Provide full particulars of:

Machinery	Equipment	Workshops

**2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria

Contract No: SANBI: G473/2023

**2.1. Current projects:**

	<b>Project</b>	<b>Place (town)</b>	<b>Reference / Contact person</b>	<b>Contact Tel. No.</b>	<b>Contract amount</b>	<b>Contract period</b>	<b>Date of commencement</b>	<b>Scheduled date of completion</b>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

---

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria

Contract No: SANBI: G473/2023

**2.2. Previous projects:**

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

---

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

**T2.1.06: PREFERENCE POINT SYSTEM**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of race</p> <p>Information will be verified on CSD report.</p> <p>Points will be allocated based on the percentage of ownership per goal</p> <p>- 100% black ownership = 10 points</p>		10		
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.</p> <p>Information will be verified on CSD report.</p> <p>Points will be allocated based on the percentage of ownership per goal</p> <p>- 100% female ownership = 10 points</p>		10		
Total		20		

### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....





**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

**T2.1.08: ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for contingencies and Contract Price Adjustment must not be included **\*OR** the amount for contingencies must not be included.

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R ..... COMPLETION OF CONTRACT
TOTAL	R .....

**T2.1.10: DECLARATION OF INTEREST**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

Any person, including persons in the employ of the South African National Biodiversity Institute ; or persons acting on behalf of the South African National Biodiversity Institute performing business as a sole proprietor or in partnership; or persons acting in the capacity of a trustee/s of a trust; or any legal entity, including legal entities and trusts, of which the members, directors, shareholders, trustees and/or beneficiaries are in the employ of the South African National Biodiversity Institute or act on behalf of the South African National Biodiversity Institute, may make an offer or offers in terms of this tender invitation.

In view of the possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the South African National Biodiversity Institute; or to persons who act on behalf of the South African National Biodiversity; or to persons connected or related to them, the bidder / tenderer or the bidder / tenderer's duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her employer; the bidder / tenderer's management; members; directors; partners; shareholders; trustees; and/or beneficiaries may have with any person or persons in the employ of the South African National Biodiversity Institute and/or with any person or persons acting on behalf of the South African National Biodiversity Institute and who may directly or indirectly be involved in, and/or may be in a position to influence the adjudication and/or evaluation and/or award of this bid / tender.

To give effect to the above, the following questionnaire shall be completed and submitted with the tender. Failure to furnish the information requested in the questionnaire below may render the tender submission not to be considered at all.

**(In answering the questions below, indicate the applicable answer with a ✓ and cross the other out)**

1. Is the bidder / tenderer and/or the duly authorized representative in the employ of the South African National Biodiversity Institute?

YES  NO

If yes, State the full particulars of such person/s, together with their current position held as an employee of the South African National Biodiversity Institute.

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2. Is the bidder / tenderer and/or the duly authorized representative in the employ of the person/s or legal entity acting on behalf of the South African National Biodiversity Institute, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?

YES  NO

If yes, State the full particulars of such person/s, together with their current position held as an employee of such person/s or legal entity acting on behalf of the South African National Biodiversity Institute.

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**T2.1.11: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

I, ..... (surname and name), Identity number, .....do hereby declare that I am a registered medical practitioner, with my practice number being ....., practicing at ..... (Physical and postal addresses) declare that I have examined Mr/Mrs ..... identity number of ..... and have found the said person to be permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – As per Preferential Procurement Policy Framework Act: No 5 of 2000 (PPPFA)

The nature of the disability is as follows:

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

Thus signed at ..... on this ..... day of ..... of .....

.....  
 Signature

.....  
 Date



**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

**T2.1.12: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDRENS' EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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**T2.1.14: COPY OF CSD REGISTRATION CERTIFICATE**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

A copy of Central Suppliers Database (CSD) Registration Certificate must be included for evaluation purposes.

## **T2.1.15: FINANCIAL REFERENCES**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

### **Notes to tenderer:**

1. The tenderer shall attach to this form a letter from the bank in which it is declared how he conducts his account. The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition C3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

### **Details of Company's Bank**

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
<b>Name of bank</b>	
<b>Branch name</b>	
<b>Branch code</b>	
<b>Street address</b>	
<b>Postal address</b>	
<b>Name of manager</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>Account number</b>	

**South African National Biodiversity Institute**

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**T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

I / We confirm that the following communications received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

I / We confirm that no communications were received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

**T2.1.17: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: SAQCC Fire registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

**Section 5: Particulars of companies and close corporations**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary.

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*Insert separate page if necessary.

**South African National Biodiversity Institute**

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The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order.
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004.
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption.
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: ..... Date: .....

Name: ..... Position: .....

Enterprise name: .....

**T2.1.18: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA) must be included for evaluation purposes. The letter should be issued by the Department of Labour.

**T2.1.19: PROOF OF LIABILITY INSURANCE**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

The tender shall append their Proof of Liability Insurance behind this page.

**PART C: THE CONTRACT**

**Part C1: Agreement and Contract Data**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

**C1.1 Form of Offer and Acceptance**

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

**REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA**

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.

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

**South African National Biodiversity Institute**

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By the representative of the tenderer, deemed to be duly authorised, 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 VAT IS:**

(in words) ..... Rand;

R ..... (in figures)

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, 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:**

.....  
(Insert name and address of organisation)

Name & signature of witness ..... Date .....

**[Failure of a Tenderer to complete and sign this form will invalidate the tender]**

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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**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      Agreements 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 Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. 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 working days of the date of such receipt notifies the Employer in writing of any reason why he 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:** .....

.....

.....

*(Insert name and address of organisation)*

Name & signature of witness .....

Date .....

.....

**Schedule of Deviations**

1	Subject .....
	Details .....
	.....
	.....
	.....
2	Subject .....
	Details .....
	.....
	.....
	.....
3	Subject .....
	Details .....
	.....
	.....
	.....
4	Subject .....
	Details .....
	.....
	.....
	.....
5	Subject .....
	Details .....
	.....
	.....
	.....

By the duly authorised representatives signing this Schedule of Deviations, 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 Tender Schedules, as well as any confirmation, clarification or change 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.

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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**FOR THE TENDERER:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
*[Name and address of organisation]*

Name and signature of witness ..... Date .....

**FOR THE EMPLOYER:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
*[Name and address of organisation]*

Name and signature of witness ..... Date .....

**South African National Biodiversity Institute**

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**CONFIRMATION OF RECEIPT**

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... [day]

of ..... [month]

20.....[year]

at ..... [place]

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

## **PART C: THE CONTRACT**

### **Part C1: Agreement and Contract Data**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

#### **C1.2 Contract Data**

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (July 2007 Edition 5.0 - Reprint 1)** published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement.

The **ASAQS Preliminaries (November 2007 Edition)** published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in the bills of quantities.

The **Model Preambles for Trades (2008 Edition)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

## **Section C1.2.1: Contract Data: Employer to Contractor (EC)**

### ***Employer Addendum Code 2101-EC***

**For information purposes only. To be signed on appointment.**

#### **Introduction**

This addendum contains all variables referred to in the **Principal Building Agreement** that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

#### **Definitions**

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.

#### **Provision of Contract Data**

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the contract data.

#### **Reference Clauses**

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

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3.0	INSURANCES AND SECURITIES
4.0	PRACTICAL COMPLETION DATES AND PENALTIES
5.0	DOCUMENTS AND GENERAL
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT
7.0	DECLARATION BY THE PRINCIPAL AGENT

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

**CONTRACT DATA – EMPLOYER**

**1.0 CONTRACTING AND OTHER PARTIES**

1.1  
[1.2]      **Employer:**                      South African National Biodiversity Institute

---

**Postal Address:**                      Private Bag X101, Silverton, Gauteng                      **Code:**                      0184

---

**Physical Address:**                      Pretoria National Botanical Garden  
2 Cussonia Avenue, Brummeria, Gauteng                      **Code:**                      0184

---

**Tel no.:**                      012 843 5000                      **Fax no.:**                      012 843 5205

---

**VAT no.**                      \_\_\_\_\_

**E-mail:**                      \_\_\_\_\_

1.2  
[5.1]      **Principal Agent:**                      kwpCREATE Landscape Architects                      **Person:**                      Ms Mitha Cilliers

---

**Postal Address:**                      P.O. Box 332, Groenkloof                      **Code:**                      0027

---

**Tel no.:**                      012 343 9141                      **Fax no.:**                      ---

---

**E-mail:**                      mitha@kwpccreate.com

---

1.2  
[5.2]      **Agent (1):**                      kwpCREATE Landscape Architects                      **Person:**                      Mr Ben Jooste

---

**Agent's Service:**                      P.O. Box 332, Groenkloof                      **Code:**                      0027

---

**Postal Address:**                      012 343 9141                      **Fax no.:**                      ---

---

**Tel no.:**                      ben@kwpccreate.com                      **Fax no.:**                      \_\_\_\_\_

---

**E-mail:**                      \_\_\_\_\_

---

1.3  
[5.2]      **Agent (2):**                      kwpCREATE Landscape Architects                      **Person:**                      Mr Almer du Pisanie

---

**Agent's Service:**                      P.O. Box 332, Groenkloof                      **Code:**                      0027

---

**Postal Address:**                      012 343 9141                      **Fax no.:**                      ---

---

**Tel no.:**                      almer@kwpccreate.com                      **Fax no.:**                      \_\_\_\_\_

---

**E-mail:**                      \_\_\_\_\_

---

1.4  
[5.2]      **Agent (3):**                      \_\_\_\_\_                      **Person:**                      \_\_\_\_\_

---

**Agent's Service:**                      \_\_\_\_\_

---

**Postal Address:**                      \_\_\_\_\_                      **Code:**                      \_\_\_\_\_

---

**Tel no.:**                      \_\_\_\_\_                      **Fax no.:**                      \_\_\_\_\_

---

**E-mail:**                      \_\_\_\_\_

---

1.5      **Agent (4):**                      \_\_\_\_\_                      **Person:**                      \_\_\_\_\_

---

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

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
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[5.2] **Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel no.:** \_\_\_\_\_ **Fax no.:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

1.6 **Agent (5):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
[5.2] **Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel no.:** \_\_\_\_\_ **Fax no.:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

1.7 **Agent (6):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
[5.2] **Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel no.:** \_\_\_\_\_ **Fax no.:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

1.8 **Agent (7):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
[5.2] **Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel no.:** \_\_\_\_\_ **Fax no.:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

1.9 **Interest of principal agent or other agent in the project.** (Yes / No)  **No**  
[5.5] Details where "yes": **N/A**

**2.0 CONTRACT AND SITE INFORMATION**

2.1 The **law** applicable to this **agreement:** (Country / State)   
[1.7]

2.2 **Works** identification: **REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA**  
[1.1]

2.3 Site description: **Directly north of the main Public Entrance to the Pretoria National Botanical Garden**  
[1.1]

2.4 Possession of the **site** is to (Date) \_\_\_\_\_  
[15.2.1] be given on:  

**Within 5 (five) working days after receipt of documentary evidence that:**

- **Insurances have been effected [12.2];**
- **Security has been provided to the Employer [14.1];**
- **Contractor's Lien has been signed;**
- **Safety Plan has been approved by the Employer.**

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

**South African National Biodiversity Institute**

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2.5 [15.3]	Period for the commencement of the <b>works</b> after the contractor takes possession of the <b>site</b> :	(Working days)	<b>5 (Five)</b>
2.6 [15.4], [28.0]	Completion of the works in <b>sections</b> is required.	(Yes / No)	<b>No</b> (No. of sections) <b>N/A</b>
2.7 [3.3], [31.16.2]	Waiver of the <b>contractor's</b> lien or right of continuing possession is required.	(Yes / No)	<b>Yes</b>
2.8 [16.1]	Defined restrictions to the <b>site</b> area. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.9 [16.4]	The construction site and the contractor's campsite are within the public accessible site and need to be fenced/screened off as specified in the BoQ Geotechnical investigation of the <b>site</b> has been undertaken. Where "yes" the results are included in the <b>contract documents</b> .	(Yes / No)	<b>N/A</b>
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.11 [16.7]	The construction site and the contractor's campsite are within the public accessible site and need to be fenced/screened off as specified in the BoQ Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.11.1	<b>Water</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) <b>B</b>
2.11.2	<b>Electricity</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) <b>B</b>
2.11.3	<b>Telecom</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) <b>A</b>
2.11.4	<b>Ablutions</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) <b>A</b>

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2.12 [16.8]	Protection of existing trees and shrubs is required. Where “yes” the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	Yes
----------------	---	------------	-----

**3.0 INSURANCE AND SECURITIES**

3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	Contractor
----------------------------	---	-------------------------	------------

For the sum of:	(Amount)	Contract Sum Plus 20%
-----------------	----------	--------------------------

With a deductible of:	(Amount)	R20 000
-----------------------	----------	---------

3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	N/A
---	--	-------------------------	-----

For the sum of:	(Amount)	N/A
-----------------	----------	-----

With a deductible of:	(Amount)	N/A
-----------------------	----------	-----

3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	Contractor
----------------------------	---	-------------------------	------------

For the sum of:	(Amount)	R5 000 000 per claim
-----------------	----------	----------------------

With a deductible of:	(Amount)	R20 000
-----------------------	----------	---------

3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	N/A
-----------------	--------------------------------------	-------------------------	-----

For the sum of:	(Amount)	N/A
-----------------	----------	-----

With a deductible of:	(Amount)	N/A
-----------------------	----------	-----

3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	N/A
---------------------------	--------------------------------------	-------------------------	-----

Type:	N/A	
-------	-----	--

For the sum of:	(Amount)	N/A
-----------------	----------	-----

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

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With a deductible of: (Amount) N/A

**4.0 PRACTICAL COMPLETION DATES AND PENALTIES**

4.1 For the **works** as a whole:  
[24.3.1], The date for **practical completion** and the  
[30.1-36] **penalty per calendar day** is:

	Date	Penalty Amount
	9 months (incl Builders Holiday) after date of site handover	R3 000-00 per calendar day (Excl. VAT)

**Or**

4.2 For the **works** in **sections**:  
[24.3.1], The date for **practical completion** and the **penalty per calendar day** is:  
[28.1]

	Date	Penalty Amount
Section 1	N/A	R
Section 2	N/A	R
Section 3	N/A	R
Section 4	N/A	R

**5.0 DOCUMENTS AND GENERAL**

5.1 Construction document copies to be supplied to the **contractor** (No. of copies) 3  
[3.7] free of charge.

5.2 The **priced document** may be used as a specification of (Yes / No) Yes  
[3.9] **materials and goods** and work methods.

5.3 The **contractor** shall provide a (Yes / No) No (Addendum No.) Refer to Bill of Quantities  
[3.10] schedule of rates.

5.4 Changes made to **JBCC** standard (Yes / No) Yes (Addendum No.) Refer to Point 6 below  
[3.11] documents.

5.5 On acceptance of the tender the **priced document** (No. of days) Priced document to be submitted with Tender  
[15.1.1] is to be submitted within the stated **working days**.

5.6 Work to be undertaken by **direct** (Yes / No) No (Addendum No.) N/A  
[22.2] **contractors**.

5.7 On achievement of final completion, the **contractor** is to hand over all certificates and manuals etc. related to the works.  
[24.9]

5.8 Interim **payment certificate** to be issued by: (Date of Month) 25<sup>th</sup>

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

[31.1]

--

5.8  
[4.1]

The following items of works shall be designed by the Contractor:

- |     |                |     |  |
|-----|----------------|-----|--|
| (1) | All guarantees | (2) |  |
| (3) |                | (4) |  |
| (5) |                |     |  |

## 6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

“**CONSTRUCTION PERIOD**” means the period commencing on the date of acceptance of the bid as stated in [15.2.1] and ending on the date of the end of the 90 days landscape maintenance period which coincides with the 90 days defects liability period

“**INTEREST**” means the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.2  
[3.6] *Replace the last sentence with the following:*

The original signed set of contract documents shall be held by the **Employer**.

6.3  
[5.1] *Replace the clause with the following:*

In terms of the clauses listed hereunder the **Employer** has retained its authority and has not given a mandate to the **Principal Agent**. The **Employer** shall sign all documents in relation to the following clauses:

20.1, 20.7, 26.2.1, 26.3.1, 29.1, 29.2, 29.4.1, 29.4.3, 29.7, 29.8, 32.1, 32.6.2, 32.15, 34.3

Copies of the signed documents shall be provided to the **Principal Agent**.

6.4  
[8.4] *Replace the clause with the following:*

The **Contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **Employer** against any such damage. The **Contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **Contractor** may deem necessary.

6.6  
[9.3] *Add the following clause:*

The **Employer's** rights to claim damages for the **Contractor's** omissions and actions will not be affected.

6.7  
[10.1] *Replace the clause with the following:*

The **Contractor** shall effect contract works insurances and, where available, supplementary insurance in respect of civil commotion, riot and strike shall be effected for the **works** for the Contractor's all risk and, in addition, covering the **Contractor's** subcontractors. Such insured amounts shall include the full value of materials and goods supplied by the **Employer** to the Contractor. Supplementary insurance shall not be effected where the **Employer** makes such an election as stated in [11.1.2 – 3]

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6.8 *Add the following clause:*  
[11.2]

The **Contractor** shall effect public liability insurance for not less than the amount and the deductible as stated in [10.1.3]. In addition the **Contractor** shall affect any relevant workmen's compensation or similar insurances as are required by law. The **Contractor** shall ensure that his sub-contractors effect their own similar insurances.

6.9 *Add the following clause:*  
[11.3]

Should the **Employer** decide that the execution of the works could cause the weakening or interference with the support of the land adjacent to the **site**, the **Employer** shall state in [11.1.1] That the **Contractor** shall effect support insurance

6.12 *Replace the clause with the following:*  
[12.3]

Where the **Contractor** fails to effect any of the required insurances or to keep them in force, the **Employer** may cancel this agreement in terms of clause [36.0]

6.13 *Replace the clause with the following:*  
[12.4]

Before effecting support insurance in terms of [11.2] the **Contractor** shall engage an engineer or technologist to design and inspect the provision of the necessary support.

6.14 *Replace the clause with the following:*  
[14.1]

Security:

The securities to be provided by the **Contractor** are:

- (1) Variable construction guarantee
- (2) Fixed construction guarantee
- (3) Advance payment guarantee

6.14 *Replace the clause with the following:*  
[15.2.1]

Give the **Contractor** possession of site within ten (10) **working days** of the commencement of the **construction period** provided that the **Contractor** has complied with the terms of [15.1.1] and [15.1.2]

6.15 *Replace the clause with the following:*  
[25.3]

Should the **Principal Agent** not issue a **works completion** list, in terms of [25.1] or [25.2.2], within seven (7) **calendar days** from the end of the inspection period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **works completion** list within seven (7) **calendar days** of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **works completion** list. Should the **Employer**:

6.16 *Replace the clause with the following:*  
[25.3.1]

Not issue such **works completion** list within seven (7) **calendar days**, then the **certificate of works completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **works completion** shall be deemed to have been achieved on such date.

6.17 *Replace the clause with the following:*  
[25.3.2]

Issue a **works completion** list and the work on the **works completion** list not have been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **works completion** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [25.2.2] until such items have been completed to the satisfaction of the **Employer**.

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- 6.18      *Replace the clause with the following:*  
[26.1]  
The defects liability period for the works shall commence on the date of works completion and end after ninety (90) **calendar days** for items stated in the **bills of quantities**.
- 6.19      *Replace the clause with the following:*  
[26.4]  
Should the **Principal Agent** not issue a **defects** list in terms of [26.2.2 or 26.3.2], within seven (7) **calendar days** from the end of the **defects** liability period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **defects** list within seven (7) **calendar days** of receipt of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **defects** list. Should the **Employer**:
- 6.20      *Replace the clause with the following:*  
[26.4.1]  
Not issue such **defects** list within seven (7) **calendar days**, then the **certificate of final completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **final completion** shall be deemed to have been achieved on such date.
- 6.21      *Replace the clause with the following:*  
[26.4.2]  
Issue a **defects** list and the work on the **defects** list has not been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **defects** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [26.3.2] until such items have been completed to the satisfaction of the **Employer**
- 6.22      *Replace the clause with the following:*  
[26.6]  
A **certificate of final completion** issued in terms of [26.0] shall be *prima facie* evidence as to the sufficiency of the **works** and that the Contractor's obligations in terms of [2.0] and [15.0] have been fulfilled other than for **latent defects**.
- 6.23      *Replace the clause with the following:*  
[27.1]  
The **latent defects** liability period shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** where **final completion** in terms of [26.0] is achieved.
- 6.24      *Replace the clause with the following:*  
[27.2]  
Where cancellation of this **agreement** occurs before the achievement of **final completion** the **latent defects** liability period shall end five (5) years from the date of cancellation.
- 6.27      *Replace the clause with the following:*  
[31.4.2]  
A reasonable estimate of the value of **materials and goods** in terms of [31.6] unless the **Employer** elects not to pay for such.
- 6.29      *Replace the clause with the following:*  
[31.9]  
The **Employer** shall pay the **Contractor** the amount certified within thirty (30) **calendar days** of the date for issue of the **payment certificate**. Payment shall be subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.
- 6.30      *Replace the last sentence with the following:*  
[31.11.2]

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The principal agent shall calculate such default interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.31 *Replace the clause with the following:*  
[31.12]

Where a **payment certificate** reflects an amount in favour of the **Employer**, the **Contractor** shall pay the amount certified within twenty-one (21) **calendar days** of the date of issue of the **payment certificate**. Where such an amount has not been paid, the **Contractor** shall be liable for default interest and the **Principal Agent** shall include such an amount in the **recovery statement** in terms of [33.0]. Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due. The **Principal Agent** shall calculate such interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.32 *Replace the clause with the following:*  
[34.1]

The **Contractor** shall cooperate with and assist the **Principal Agent** in the preparation of the **final account** by timeously providing all relevant documents on request. The **Principal Agent** shall issue the final account to the **Contractor** within one hundred and twenty (120) working days after Final completion has been certified.

6.33 *Add the following clause:*  
[34.2]

The **Principal Agent** shall allow the **Employer** twenty (20) **working days**, within the period provided in [34.1] to accept the **final account** before presentation to the **Contractor** in terms of [34.3]

6.34 *Add the following:*  
[34.5]

The final payment certificate shall be issued by the **Employer**.

6.35 *Replace the clause with the following:*  
[34.9]

The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.

6.36 *The Employer shall pay to the Contractor the amount certified for payment in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the Contractor giving the Employer a tax invoice for the amount due.*  
[34.10]

6.37 *Replace the last sentence with:*  
[34.12]

Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.38 *Replace the clause with the following:*  
[36.1]

The **Employer** may, without prejudice of any other rights available to him, cancel this **agreement** where the **Contractor**:

6.39 *Replace the clause with the following:*  
[36.2]

Where the **Contractor** is in default, the **Employer** may notify the **Contractor**, either directly or through the **Principal Agent**, of his default and of the **Employer's** intention to cancel this **agreement** in terms of [36.1], should the default not be remedied.

6.40 *Replace the clause with the following:*  
[37.2]

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Where the **Employer** considers cancelling this **agreement** in terms of [37.1] the **Employer** shall notify the **Contractor** of the **Employer's** intention to cancel this **agreement**.

6.41 *Add the following clause:*  
[39.2]

The **Employer** shall be entitled at any time to unilaterally terminate or cancel this **agreement** or any part thereof. Save for the following the **Contractor** shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this **agreement**. The **Employer** shall be obliged to pay the **Contractor** as damages and/or loss of profit the lesser of:

6.42 *Add the following clause:*  
[39.2.1]

An amount not exceeding ten per cent (10%) of the **contract sum**.

6.43 *Add the following clause:*  
[39.2.2]

Ten per cent (10%) of the value of incomplete work.

6.43 *Add the following clause:*  
[39.2.3]

The **Contractor's** actual damage or loss as determined by the **Employer** after receipt of evidence substantiating any such damage or loss.

6.44 *Replace the clause with the following:*  
[40.2.2]

Litigation where the **Employer** so elects. Institution of the action shall be commenced, and process served with one (1) year from the date of existence of the dispute, failing which the dispute shall lapse.

**7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT**

Changes made to the standard JBCC document are listed in section 6 above.

**8.0 DECLARATION BY THE PRINCIPAL AGENT**

I, the Principal Agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be forthwith informed thereof in writing,

.....  
Principal Agent

.....  
Date

## **Section C1.2.2: Contract Data: Contractor to Employer (CE)**

### ***Contractor Addendum Code 2101-CE***

#### ***Introduction***

This addendum contains all variables referred to in the Principal Building Agreement that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addenda "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

#### ***Definitions***

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in **bold text** and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the **Contract Data** has not been provided.

#### ***Provision of Contract Data***

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the **contract data**.

#### ***Reference Clauses***

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

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5.0	THE TENDER

**CONTRACT DATA – CONTRACTOR**

**1.0 CONTRACTING PARTY**

1.1  
 [1.2]

**Contractor:**

**Postal Address:**

**Code:**

**Physical Address:**

**Code:**

**E-mail:**

**Tel no.:**

**Fax no.:**

**VAT no.:**

**2.0 SECURITIES**

2.1 The security provisions selected are:

2.1.1  
 [14.3]

Variable Construction Guarantee

(Yes / No)

**Yes**

2.1.2  
 [14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

**Yes**

2.1.3  
 [14.5]

Advanced Payment is required. Where “Yes”

Amount

**N/A**

2.1.4  
 [14.5]

An Advance Payment Guarantee to be provided

(Yes / No)

**No**

**3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES**

**3.1 Payment of preliminaries**

The payment of preliminaries shall be according to the option selected by the **contractor**. The amount included in each monthly **payment certificate** in respect of preliminaries as stated in the **contract data** shall be:

**3.1.1 Option A**

Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding:

- The amount for preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

### 3.1.2 Option B

Calculated from the priced items in the **bills of quantities / lump sum document**. The **contractor** and the **principal agent** shall agree on a division of the priced preliminaries items into:

- An initial or establishment charge
- A monthly charge
- A final or disestablishment charge

All inclusive of **tax**.

In arriving at such a division cognizance shall be taken of such factors as:

- Premiums for annually renewable insurance policies.
- Plant, scaffolding and the like remaining the property of the **contractor** or the hiring company and the capital costs thereof not treated as part of the initial charge.

Where the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised **construction period** and the amounts already paid to the **contractor**.

Should the **contractor** and the **principal agent** be unable to agree such division then the **principal agent** shall make a division of the amount of preliminaries to be incorporated in the valuations of each monthly **payment certificate**.

### 3.2 Adjustment of preliminaries

The amount of items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries.

Adjustment of preliminaries in terms of Options A or B shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the options as selected in the **contractor's tender**.

For the adjustment of the preliminaries both the **contract sum** and the **contract value** shall exclude:

- The amount of preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

#### 3.2.1 Option A

The amount of preliminaries shall be adjusted in the following categories:

- An amount which shall not be varied.
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**.
- An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement**.

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent**.

Should the **contractor** fail to provide such information within the period stipulated then the amount for preliminaries shall be deemed to be subdivided into the following proportions:

- 10% (ten percent) which amount shall not be varied.
- 15% (fifteen percent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**.
- 75% (seventy-five percent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period**.

For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7,5% (seven and a half percent) of the contract sum excluding:

- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

Where sectional completion is required in terms of the agreement, the contractor shall provide the **principal agent** with the division of the above categorised amounts into sections. Should the **contractor** fail to provide such information within the period stipulated the categorised amounts shall be prorated to the value of each section.

**3.2.2 Option B**

The **contractor** shall, within fifteen (15) **working days** of taking possession of the site, provide the **principal agent** with a detailed breakdown of the amount for preliminaries. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for preliminaries. The **contractor** shall show the periods to which the individual items related with the charge rate for such items by means of a **programme** all to the satisfaction of the **principal agent**.

Where sectional completion is required in terms of the **agreement**, the **contractor** shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the **contractor** fail to provide such information within the period stipulated, Option A shall apply.

**3.2.3 Payment certificate cash flow**

The **contractor** shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.

3.2.4	The <b>contract value</b> shall be adjusted according to <b>CPAP</b> [3.1]	(Yes / No)	No
3.2.5	Payment of preliminaries [3.1.1-2]	(A or B)	
3.2.6	Adjustment of preliminaries [3.2.1-2]	(A or B)	

**4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS**

4.1	Changes (if any) in terms of the Employer’s Contract Data are accepted [3.11]. Where “no” an addendum referenced to this clause is to be attached.	(Yes / No)	Yes. Refer to EC 6
-----	--	------------	--------------------

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
 Contract No: SANBI: G473/2023

**5.0 THE TENDER**

- 5.1 This tender is to be submitted to the Employer at the street address provided in the invitation to tender before the tender closing date and time stated herein.
- 5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.
- 5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.
- 5.4 The lowest or any tender will not necessarily be accepted.
- 5.5 This tender shall remain in full legal force for **ninety (90) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.
- 5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.
- 5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

**5.8 TENDER SUM COMPILATION**

**Amount**

5.8.1	Tenderer's work including P&Gs, <b>prime cost amounts</b>	R
5.8.2	<b>Employer allowances</b> stated by the <b>Principal Agent</b>	R
5.8.3	<b>SUB TOTAL</b>	R
5.8.4	<i>Add tax</i> on 5.8.3	R
5.8.5	<b>TOTAL TENDER SUM inclusive of tax</b>	R
5.8.6	Tender Sum in words	

Thus, done and signed at ..... on .....

.....  
 Name of Signatory

.....  
 Capacity of Authorised Signatory

.....  
 As witness

.....  
 for and on behalf of the Tenderer who warrants authorisation hereto

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

**PART C: THE CONTRACT**  
**Part C1: Agreement and Contract Data**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

**C1.3 Form of Construction Guarantee (Pro Forma)**

**C1.3.1 FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 of July 2007)**

**To:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

**FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT  
IN TERMS OF JBCC 2000 (5.0 EDITION JULY 2007)**

1. With reference to the contract between .....(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI: G473/2023** for **REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA** (hereinafter referred to as the “contract”) in the amount of

R .....(insert amount), .....

.....(Insert amount in words),  
(hereinafter referred to as the contract sum),

I / We, .....

in my/our Capacity as ..... and hereby  
representing .....

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum of R....., (insert amount in figures)

.....(Insert amount in words)  
being 5% of the contract sum (excluding VAT), for the due fulfilment of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

3. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
4. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
5. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
6. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the Guarantor's liability seizes.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

Signed at ..... on this ..... day of ..... 20.....

**AS WITNESS**

1. ....

2. ....

.....  
By and on behalf of

.....  
.....  
*(Insert the name and physical address of the Guarantor)*

Name: .....

Capacity: .....  
*(Duly authorised thereto by resolution attached marked Annexure A)*

Date: .....

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the Guarantor must be clearly indicated and will be regarded as the Guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to: .....**  
.....

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

**C1.3.2: VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 of July 2007)**

**To:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

**VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (5.0 EDITION JULY 2007)**

5. With reference to the contract between .....(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI: G473/2023 REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA**

(hereinafter referred to as the “contract”) in the amount of

R .....(insert amount), .....

..... (insert amount in words),  
(hereinafter referred to as the contract sum),

I / We, .....

in my/our Capacity as ..... and hereby

representing .....

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum of R....., (insert amount in figures)

.....(Insert amount in words)  
being 10% of the contract sum (excluding VAT), for the due fulfilment of the contract.

1. I / We advise that the **Guarantor’s** liability in terms of this guarantee shall be as follows:

(a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **Guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

(b) The **Guarantor’s** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

(c) The **Guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

(d) This guarantee shall expire on the date of the last **final payment certificate**.

(e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to indemnify the **Employer** for the amount guaranteed on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.
5. The amount indemnified by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last **final payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
6. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

Signed at ..... on this ..... day of ..... 20.....

**AS WITNESS**

1. ....

2. ....

.....  
By and on behalf of

.....  
.....  
*(insert the name and physical address of the Guarantor)*

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria  
Contract No: SANBI: G473/2023

Name: .....

Capacity: .....  
(Duly authorised thereto by resolution attached marked Annexure A)

Date: .....

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the Guarantor must be clearly indicated and will be regarded as the Guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to: .....**  
.....

**PART C: THE CONTRACT**

**Part C1: Agreement and Contract Data**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

**C1.4 Occupational Health and Safety Agreement 37(2)**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE  
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)  
(Hereinafter called the “EMPLOYER”)**

.....  
(Contractor / Mandatary / Company / CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT NO. 85 OF 1993 AS AMENDED**

I, ....., representing  
....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I / we are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

Or Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-contractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... this ..... day of ..... 20.....

.....  
WITNESS

.....  
MANDATORY

Signed at ..... this ..... day of ..... 20.....

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

.....  
WITNESS

.....  
FOR AND ON BEHALF OF THE EMPLOYER

---

**OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

## **PART C: THE CONTRACT**

### **Part C2: Pricing Data and Bill of Quantities**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>	
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>	
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## PART C: THE CONTRACT

### Part C2: Pricing Instruction and Bill of Quantities

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

#### C2.1 Pricing Instructions

##### 1. GENERAL INFORMATION

- a. Bills of Quantities  
The **bills of quantities** form part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.
- b. Value Added Tax  
The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.
- c. Fixed Price Contract  
Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

##### 2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.
2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.
4. The total tender price as carried forward to the tender form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful tenderer. Tenderers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.
6. The priced schedules of quantities of tender shall be checked by the Principal Agent. The Principal Agent reserves the right to request adjustments to one or more individual tender prices

and to rectify contradictions and thereby alter the total tender price as submitted. The acceptance of this tender does not preclude the principal agent from querying or requesting of the contractor to adjust the rates at any stage during the contract period or any extension thereto.

7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.
8. The quantities in these schedules of quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

The description of any items shall, except where otherwise specified, allow for the purchase, delivery, off-loading, storage, packing, lifting, placing, positioning and fixing in position, cutting and wastage, dies and patterns, models and equipment, temporary work, return of packing material, fixing costs, profit or other obligations of the contract arising out of the conditions of contract. All items' prices shall exclude VAT but include any other tax or levy as applicable.

All items are measured to the net final quantity as indicated on the drawings with the completed work in the position as indicated on the drawing. All prices and rates shall allow for wastage for whatever reason, irrespective of any other standard measurement which may be currently used elsewhere.

12. Should the contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the tenderer should have been brought into account unless so detailed in the accompanying letter.
13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.
14. The unit rates as entered in the schedule of quantities with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

## **PART C: THE CONTRACT**

### **Part C2: Pricing Data and Bill of Quantities**

<b>PROJECT TITLE:</b>	<b>REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA</b>
<b>CONTRACT NO:</b>	<b>SANBI: G473/2023</b>

#### **C2.2 Bill of Quantities**

## **C2.2 Bill of Quantities (Landscape Architect BoQ)**

### **CONTENTS**

SECTION NO.1.1 PRELIMINARIES & GENERAL

SECTION NO.1.2 MISCELLANEOUS ITEMS

SECTION NO.2 EARTHWORKS AND SOIL PREPARATION

SECTION NO.3 PLANTING

SECTION NO.4 BUILDING, HARDSCAPING, SIGNAGE AND PLAY EQUIPMENT WORKS

SECTION NO.5 IRRIGATION

SECTION NO.6 MAINTENANCE

### **ELECTRICAL BOQ BY OTHER CONSULTANTS**

- The proposal is to include electrical work for lighting under phase 1



## **SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**

**Contract No: SANBI: G473/2023**

### **REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF THE CHILDREN ENVIRONMENTAL EDUTAINMENT GARDEN AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA**

#### **C2.2 Bills of Quantities**

##### **CONTENTS**

SECTION NO.1.1 PRELIMINARIES & GENERAL  
SECTION NO.1.2 MISCELLANEOUS ITEMS  
SECTION NO.2 EARTHWORKS AND SOIL PREPARATION  
SECTION NO.3 PLANTING  
SECTION NO.4 BUILDING, HARDSCAPING, SIGNAGE AND PLAY EQUIPMENT WORKS  
SECTION NO.5 IRRIGATION  
SECTION NO.6 MAINTENANCE

##### **ELECTRICAL BOQ BY OTHER CONSULTANTS**

- The proposal is to include electrical work for lighting under phase 1

**SECTION NO. 1 PRELIMINARIES & GENERAL**

**PART: 1.1 - PRELIMINARIES AND GENERAL**

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
<b>1.1.1</b>	<b>Site establishment</b>				
	An area will be allocated to the contractor to establish the site camp. Allow for the fencing of the site camp with 2,1 m high 50% plastic shade netting supported with standards and wires. Maintain the fence for the duration of the contract and demolish afterwards. Remove all remaining rubble and rehabilitate the site with appropriate grass seeding	item	1		
<b>1.1.2</b>	<b>Construction site</b>				
	Note that the PNBG site is currently used by visitors and their safety must always be considered. Fence off the construction area as indicated with 2.1m high 50% shade netting supported on standards and wires. Maintenance the fence for the duration of the contract and demolish at the end thereof. Repair any damages caused to paving, services and lawn.	item	1		
<b>1.1.3</b>	<b>Access to the site</b>				
	An access route to the construction site will be indicated by the Employer. Use this route only. Speed limit for all construction vehicles is 15km/h. At all times consider visitors' safety at the PNBG	item	1		
<b>1.1.4</b>	<b>Construction site ablutions and meeting place</b>				
	Supply and maintain temporary ablution facilities for contractor's staff. At no stage may existing ablution facilities at the PNBG be used by contractor's staff. Supply and maintain a site office large enough with furniture to seat 10 people at a table.	item	1		
<b>1.1.5</b>	<b>Damage to existing site facilities, services and vegetation</b>				
	Any damages caused by the contractor to be existing site facilities, services and vegetation must be repaired to the satisfaction of the Principal Agent	item	1		
<b>1.1.6</b>	<b>Form of Contract and contractual clauses</b>				
	The JBCC Principal Building Agreement/Minor Works Agreement will be used for this project. The following Contract Data will apply:				
1.1.6.1	Start date and completion dates: XXXXXXXXXXXX and Practical Completion to be reached on XXXXXXXX. All days referred to in the Contract will mean calendar day and include weekends, public holidays and builder's holidays	item	1		

**South African National Biodiversity Institute**

Request for Bids for the appointment of a Contractor for the construction of the Children Environmental Edutainment Garden at the Pretoria National Botanical Garden, Pretoria

Contract No: SANBI: G473/2023

1.1.6.2	Contractor's program: A Program that indicates workflow and critical milestones to be submitted for approval within 7 days of site handover and subsequently updated and reported on at progress meetings	item	1		
1.1.6.3	Construction guarantee required	item	1		
1.1.6.4	Payment guarantee will not be applicable	item	1		
1.1.6.5	Penalties for late completion	item	1		
1.1.6.6	Public liability insurance required	item	1		
1.1.6.7	Provisional sum for play equipment: allow for the sum of R260 000 a provisional amount in the contract for the delivered and installed children's play equipment. Add subcontract management and support if required	item	sum		
1.1.6.8	Provisional sum for signage allows for the sum of R10 000 a provisional amount in the contract for the delivered and installed signage. Add subcontract management and support if required	item	sum		
1.1.6.9	Payment by the Employer: payment certificates will be paid by the Employer 30 days from the date of the certificates	item	1		
1.1.6.10	Maintenance during the 90-days defects liability period: The Contractor to allow for the horticultural maintenance of plant material during the 90-days defects liability period. Payment hereof will be certified at the end of the 90-days by the Principal Agent (PA)	item	1		
<b>1.1.7</b>	<b>Contract management</b>				
	The contract will be administered, and the works inspected by the PA. The PA will valuate progress and issue monthly payment certificates for payment by the Employer. Bi-weekly site inspections and progress meetings will be held on site. The contractor to attend the inspections and meetings and be represented by an authorised Site Manager who can receive instructions from PA.	item	1		
<b>1.1.8</b>	<b>Existing potable and irrigation water</b>				
	Available on site, Contractor to allow for connections into such water supplies. Connection positions are indicated on the drawings	item	1		
<b>1.1.9</b>	<b>Existing electrical supply</b>				
	Available on site, Contractor to allow for connections into such electrical supply. Connection positions are indicated on the drawings	item	1		
<b>1.1.10</b>	<b>Samples and workmanship</b>				
	Samples of materials and workmanship must be provided at no cost for approval by the PA where requested	item	1		
<b>1.1.11</b>	<b>Plants supplied by employer</b>				
	Note that some plants will be supplied by the Employer, allow for the receiving and storage on site The installation of such plants are covered under Part 3 of the BoQ	item	1		

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## **SECTION NO.1.2 MISCELLANEOUS ITEMS**

**See Bill of Quantities**

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## **SECTION NO.2 EARTHWORKS AND SOIL PREPARATION**

**See Bill of Quantities**

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## **SECTION NO.3 PLANTING**

**See Bill of Quantities**

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## **SECTION NO.4 BUILDING, HARDSCAPING, SIGNAGE AND PLAY EQUIPMENT WORKS**

**See Bill of Quantities**

Note: Provisional sums allowed for lighting, signage, play equipment

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## **SECTION NO.5 IRRIGATION**

**See Bill of Quantities**

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## **SECTION NO.6 MAINTENANCE**

**See Bill of Quantities**

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**PART C: THE CONTRACT**

**Part C3: Scope of Work**

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## PART C: THE CONTRACT

### Part C3: Scope of Work

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#### C3.1. Description of the Works

##### C3.1.1 Employer's Objectives

The employer's objective is to deliver improved infrastructure and visitors' facilities in the Pretoria National Botanical Garden.

##### C3.1.2 Overview of the Works

The project entails the Construction of a Children's' Edutainment Garden for SANBI at The Pretoria National Botanical Garden

##### C3.1.3 Extent of the Works

The Contractor will be required to construct the works in conformity with design criteria specified in the project's scope of work, part C3 of the tender document The scope of works includes but is not limited to the following:

- Children's' play equipment
- Educational and orientation signage
- Educational planting (species and habitats, uses, medicinal values)
- New paving and a raised boardwalk
- Protection of specified existing flora
- Connection to and expansion of services such as potable water, irrigation water, and electricity
- Rubberised play surfaces

The project period will be **9 months (incl. builders holiday)**.

##### C3.1.4 Location of the Works

The site is located directly north of the main public entrance at the Pretoria National Botanical Garden (PNBG), Cussonia Avenue, Pretoria.

##### C3.1.5 Description of Site and Access

The Site is located on the Remainder of Portion 97 of the Farm Koedoespoort 325-JR. Access to the Site is from Cussonia Avenue, Brummeria. The construction site, Contractor's site camp, access routes and temporary fencing/hoarding are specified in the BoQ and/or pointed out at the compulsory site briefing Refer to the drawings provided. Detail to be discussed at site briefing.

##### C3.1.6 Temporary Works

All design and construction of any temporary works must be approved by the Principal Agent.

## PART C: THE CONTRACT

### Part C3: Scope of Work

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#### Construction

##### C3.1.7 Construction Standards

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to "Architect" in the Model Preambles are to be read as "Principal Agent" shall apply to this contract.

This publication is available from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

The SANS 1200 Standardised Specification for Civil Engineering Construction prepared by Standards South Africa and specific amendments and additions to the SANS 1200 Standardized Specifications shall apply to this contract.

The SANS 1200 Standardised Specification publications are available from Standard South Africa, Private Bag X 191, Pretoria, 0001.

##### C3.1.8 Plant and Materials

###### C3.1.8.1 Plant material supplied by the Employer

Refer to the BoQ

###### C3.1.8.2 Materials, Samples and Shop Drawings

All materials are to be SANS approved as directed by the Engineer.

##### C3.1.9 Construction Equipment

###### C3.1.9.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the contract.

###### C3.1.9.2 Equipment Provided by the Employer

None

##### C3.1.10 Existing Services

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**C3.1.10.1 Known Services**

Children's Garden Service Map (supplied by PNBG) indicating electrical, water and sewerage pipes crossing the site.

**C3.1.10.2 Awareness of existing services**

Contractor to use caution when uncovering or connecting to existing services. Before any existing service is temporarily closed off or disturbed, permission from the Employer's representative must be obtained

**C3.1.10.3 Use of Detection Equipment for the Location of Underground Services**

Refer to the drawing indicating existing services.

**C3.1.10.4 Damage to Services**

It is the responsibility of the Contractor to ensure that no services are damaged during the construction process. In case the known services are damaged, the main Contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service.

**C3.1.11 Site Establishment**

**C3.1.11.1 Services and Facilities Provided by the Employer**

None.

**C3.1.11.2 Facilities Provided by the Contractor**

A suitable Contractor's camp site as well as permissible access routes to the construction site will be identified at the mandatory site briefing. The Contractor shall implement all reasonable safety measures to ensure visitors' safety during the Contract period

**C3.1.11.3 Storage**

The Contractor shall store equipment and material at the designated camp site.

**C3.1.11.4 Other Facilities and Services**

The Contractor shall supply and maintain suitable ablution facilities for his/her staff; existing toilet facilities at the Botanical Garden may not be used by the Contractor or his/her staff.

**C3.1.11.5 Vehicles and Equipment**

No requirements are specified.

**C3.1.11.6 Advertising Rights**

It is the main Contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main Contractor.

**C3.1.11.7 Notice Boards**

The main Contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be 2 x 3m.

**C3.1.12 Site Usage and working hours**

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Principal Agent. The disturbance to the visitors should be kept at a minimum.

## PART C: THE CONTRACT

### Part C3: Scope of Work

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#### C3.2. Management

##### C3.2.1 Planning and Programming

###### C3.2.1.1 General

This clause describes the requirements for the preparation, submission, updating and revision of the programme for the works. The requirements are in addition to or in expansion of the JBCC PBA clause [15.6].

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the Principal Agent to monitor progress and be the sole basis for the assessment of revisions of the date for Practical Completion.

The programme shall be produced by the contractor as follows:

- a) A programme for the totality of the works shall be submitted to the Principal Agent for acceptance. If the Principal Agent does not accept such programme, it shall be revised and amended until it is accepted by the Principal Agent. This programme will then be regarded as the baseline programme.
- b) This baseline programme shall be updated with actual progress on a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the Principal Agent for acceptance revisions to the baseline programme.
- c) Acceptance by the Principal Agent of any programme submitted by the contractor does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works.

###### C3.2.1.2 Submission of Programme

Within 10 (Ten) working days of been given possession of the site the Contractor shall submit to the Principal Agent for his review and acceptance a programme for the whole of the works showing the order in which the contractor proposes to execute the works. This programme becomes the baseline programme upon acceptance by the Principal Agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the Principal Agent is entitled to require the Contractor to submit a revised programme showing the order of activities necessary to ensure completion of the works by the contract completion dates.

The Contractor shall supply the Principal Agent with an electronic copy of each programme, together with a print-out bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software.

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Within 10 (Ten) working days of the contractor submitting a programme complete with all the information required by this clause to the Principal Agent for acceptance, the Principal Agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 5 (five) working days.

If the Principal Agent fails to act the programme is deemed to be rejected.

**C3.2.1.3 Default in submission of programs**

Should the contractor fail to submit a programme for acceptance as the baseline programme or not update the programme as described above, the Principal Agent shall be entitled to withhold 25% of the amount due to the Contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

**C3.2.2 Health and Safety**

**C3.2.2.1 Health and Safety specification**

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulation 2014, the Employer must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification forms an integral part of the Contract, and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

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**PART C: THE CONTRACT**

**Part C4: Site Information**

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C4.1 SITE INFORMATION

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### Part C4: Site Information

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#### C4.1 Site Information

##### C4.1.1 Site Location

The site is located directly north of the Main Public Entrance Gate at the Pretoria National Botanical Gardens, Cussonia Ave, Pretoria.



**ANNEXURE A: DRAWINGS**  
**LANDSCAPE ARCHITECTURAL**

**DRAWING NO.**

**DRAWING TITLE:**

22.42\_PNBG LA 100 00 SITE PLAN

22.42\_PNBG LA 120 00 OLDER CHILDREN'S PLAY AREA

22.42\_PNBG LA 130 00 TODDLER PLAY AREA

22.42\_PNBG LA 200 00 PLANTING PLAN

22.42\_PNBG LA 300 00 LEVELS PLAN

22.42\_PNBG LA 301 00 DETAILS 1

22.42\_PNBG LA 302 00 DETAILS 2

22.42\_PNBG LA 303 00 DETAILS 3

22.42\_PNBG LA 304 00 DETAILS 4

22.42\_PNBG LA 500 00 IRRIGATION PLAN

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**ELECTRICAL**

**DRAWING NO.**

**DRAWING TITLE**