



## **SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)**

**Bid No. SANBI: G449/2022**

### **REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADING OF THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**

## **PROCUREMENT DOCUMENT**

**MARCH 2023**

**Issued by:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184  
Gauteng

**Prepared by:**

BVI Consulting Engineers  
Menlyn Corporate Park, Block C  
Corner Garsfontein Road and Corobay Avenue  
Menlyn, Pretoria  
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**Contact:**

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

**Contact:**

Mr. DuRaan Conradie  
Tel: 012 940 1111  
E-mail: [duraanc@bvi.co.za](mailto:duraanc@bvi.co.za)

**Name of Tenderer:** .....

**Address:** .....

**Tel No.:** ..... **Fax No.:** .....

**E-mail:** .....

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

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## **PART T: THE TENDER**

### **Part T1: Tendering Procedures**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

<b>Advertising Date:</b>	<b>10 March 2023</b>	<b>Closing Date:</b>	<b>3 April 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 PROVISION OF: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU BOTANICAL GARDEN, ROODEPOORT**

**Tender documents will be available** as from **10 March 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 site on **22 March 2023 at 09h00** at the Walter Sisulu National Botanical Garden, Roodepoort, 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: [duraanc@bvi.co.za](mailto:duraanc@bvi.co.za)  
Cut-off date for enquiries: **23 March 2023**

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>	Mr DuRaan Conradie BVi Consulting Engineers <a href="mailto:duraanc@bvi.co.za">duraanc@bvi.co.za</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 **3 April 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.

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

**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 <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <p>Pretoria National Botanical Garden Biodiversity Centre 2 Cussonia Avenue, 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  Annexure C Standard Conditions of Tender</p> <p><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 Agreement and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Form of Construction Guarantee  C1.4 Occupational Health &amp; Safety Agreement 37(2)</p> <p><b>Part C2 Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bills of Quantities</p> <p><b>Part C3 Scope of works</b>  C3.1 Description of the Works  C3.2 Construction  C3.3 Management</p> <p><b>Part C4 Site information</b>  C4.1 Site Information</p> <p><b>Appendix A: Conditional Assessment Report and Drawings</b>  <b>Appendix B: Health &amp; Safety Specifications</b></p>

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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

Clause number	Tender Data
C.1.4	<p>The Employer's Agent is:  <b>BVi Consulting Engineers</b>  Menlyn Corporate Par, Block C, Cnr Corobay Ave &amp; Garsfontein Rd, Menlyn, Pretoria  P.O BOX 2967, Pretoria, 0001  Contact person: DuRaen Conradie  Tel: +27 12 940 1111  Email: duraanc@bvi.co.za</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) CIDB registration  Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum Tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>3GB</b> class of construction work, are 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>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a Contractor grading designation in the <b>3GB</b> class of construction work; and</li> <li>the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum Tendered for a <b>3GB</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
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>Tenders must sign the attendance list in the name of the tendering entity. Addenda will be issued to tenderers appearing on the attendance list.</p>
C.2.8	<p>Request clarifications at least 7 working days before the closing time.</p>
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	<p>A two-envelope procedure will be followed as described in clause C.2.13.7.</p>
C.2.13.7	<p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p>

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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

Clause number	Tender Data
	<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>without any</b> pricing on a <b>memory stick</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> Service Providers are to submit one (1) pack of the original tender with the memory stick (USB) in the same envelope, failure to comply 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 NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or eMailed Tender Offers will not be accepted.
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 Centre</p> <p><b>Physical address:</b> Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria</p> <p><b>Identification Details:</b> Tender No.: <b>SANBI: G449/2022</b></p> <p><b>Title of Tender:</b> Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort</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 <b>90 days</b> .
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.

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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

Clause number	Tender Data
C.2.23	<p>The Tenderer is required to submit with his 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.</li><li>2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)</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><li>4) In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."</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 as per procedure in clause C.2.13.7
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.
C.3.11.1	The procedure for the evaluation of responsive Tenders is stated in <b>Annexure A</b> .
C.3.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <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 T2.2.13);</li><li>b) the Tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation (refer to T2.2.12);</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 T2.2.16);</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 from the Office of the Compensation Commissioner (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><li>g) A copy of Tax Compliance Status Pin</li></ol>

## Annexure A

### Evaluation Criteria

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 Tenders eligibility.

For administrative compliance, the Tenderers must complete all the returnable forms in Part T2.2, the Bills 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**

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

FUNCTIONALITY CRITERIA														
ID	CRITERIA	POINTS												
1	Implementation method and project plan or programme <ul style="list-style-type: none"><li>Method to be followed in delivering this project</li><li>Weekly plan/programme with milestones</li></ul>	25 (15) (10)												
2	Contractor's Experience <ul style="list-style-type: none"><li>Three reference letters regarding work of similar scope and scale completed in last five years</li></ul> <table><tr><th>Sub-Criteria</th><th>Points</th></tr><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></table>	Sub-Criteria	Points	One reference letter	5	Two reference letters	10	Three reference letters or more	15	40   (15)				
	Sub-Criteria	Points												
One reference letter	5													
Two reference letters	10													
Three reference letters or more	15													
	<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><tr><th>Sub-Criteria</th><th>Points</th></tr><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 Projects</td><td>25</td></tr></table>	Sub-Criteria	Points	One Project	5	Two Projects	10	Three Projects	15	Four Projects	20	Five Projects	25	     (25)
Sub-Criteria	Points													
One Project	5													
Two Projects	10													
Three Projects	15													
Four Projects	20													
Five Projects	25													



# South African National Biodiversity Institute

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

	<p>Notes:</p> <p>Supporting documents required to support the claims above, (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof). Bidders must submit all the requested documents as proof in order 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>CVs 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 artisan’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><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>35</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													
TOTAL		100												

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
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.

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**South African National Biodiversity Institute**

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5	Excellent - response/answer/solution provides confidence that the Tenderer will add real value to the project.
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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.

## 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 fulfill his or her duties impartially.
  - ii) an individual or Tenderer is able 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.

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### **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.

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### **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.

#### **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.

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### **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 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.

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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.

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### **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**



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- 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
    - (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

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### **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>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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 (T2.2.01)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.2.02) (If Applicable)	2 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or JV's (T2.2.03) (If Applicable)	3 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Sub-contractors (T2.2.04)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Capacity of Tenderer (T2.2.05)	3 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (T2.2.06)	4 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resources to be employed in terms of organization and staffing (T2.2.07)	2 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Monthly Expenditure (T2.2.08)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Site Inspection Meeting Certificate (T2.2.09)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.2.18)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Declaration of Interest (T2.2.10)	2 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
Medical Certificate for the confirmation of permanent disabled status (T2.2.11)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Registration with Construction Industry Development Board (T2.2.12)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Original Valid Tax Clearance Certificate (T2.2.13)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Copy of CSD Registration Certificate (T2.2.14)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Financial References (T2.2.15)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Liability Insurance (T2.2.20)	1 Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
SBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors	6 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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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<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Record of Addenda to Tender Documents (T2.2.16)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2.17)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Applicable Form of Guarantee	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Priced Bills of Quantities	33 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**C1.1 Offer portion of Form of Offer and Acceptance****C1.2 Contract Data - Part 2****C1.3 Form of Guarantee**

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**RETURNABLE DOCUMENT CHECKLIST**

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
T2.2.01	Resolution of Board of Directors	
T2.2.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.2.03	Special Resolution of Consortia or Joint Ventures (If Applicable)	
T2.2.04	Schedule of Proposed Sub-contractors	
T2.2.05	Capacity of Tenderer	
T2.2.06	Preference points claim form in terms of the Preferential Procurement Regulations 2017	
T2.2.07	Resources to be employed in terms of organization and staffing	
T2.2.09	Compulsory Site Inspection Meeting Certificate	
T2.2.10	Declaration of Interest	
T2.2.11	Medical Certificate for the confirmation of permanent disabled status	
T2.2.12	Proof of Registration with Construction Industry Development Board	
T2.2.13	Original Valid Tax Clearance Certificate	
T2.2.14	Copy of CSD Registration Certificate	
T2.2.15	Financial References	
T2.2.16	Record of Addenda to Tender Documents	
T2.2.17	Compulsory Enterprise Questionnaire	
T2.2.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.2.19	Proof of Liability Insurance	
SBD 9	Certificate of Independent Quotation Determination	

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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**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
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data – Part 1	
C2.2	Priced Bills of Quantities	
T2.2.08	Estimated Monthly Expenditure	
SBD 6.2	Local Content Declaration and Annexures	

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## **T2.2 Returnable Documents/Schedules**

## T2.2.01: 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/Mrs/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			

**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**



## T2.2.02: 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:

Name of Contractor	Proportion (%)

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.

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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**

## T2.2.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES (If Applicable)

**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/Mrs/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, 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.

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- 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)

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	Name	Capacity	Signature
1			
2			
3			
4			
5			
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.

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**T2.2.04: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

We notify you that it is our intention to employ the following Sub-contractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Sub-contractor</b>
1			
2			
3			
4			

<b>Name of representative:</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--

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**T2.2.05: CAPACITY OF TENDERER**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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)*

<b>Skilled technicians employed</b>		<b>Unskilled employees employed</b>	
<b>Categories of technicians</b>	<b>Number</b>	<b>Categories of employees</b>	<b>Number</b>

**1.1 Provide full particulars of:**

<b>Machinery</b>	<b>Equipment</b>	<b>Workshops</b>

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**2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:****2.1 Current projects:**

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



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**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									

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

## **T2.2.06: 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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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>				
<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>				


#### **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

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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.

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

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

[illegible]



Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>SITE OFFICE</u>  Site Agent		
Site Engineer/Technician		
Construction supervisor (give designation)		
Other key staff (give designation)		

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".

## **T2.2.08: 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

MONTH	VALUE
1	R .....
2	R .....
3	R .....
	COMPLETION OF CONTRACT
TOTAL	R .....

**South African National Biodiversity Institute**

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**T2.2.09: Compulsory Site Inspection Meeting Certificate**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the company of

\_\_\_\_\_ visited the site on: \_\_\_\_\_

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Principal Agent	Signature	Date

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".

## **T2.2.10: DECLARATION OF INTEREST**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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.

In order 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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3. Does the Bidder/Tenderer, the Bidder's/Tenderer's duly authorised representative, and/or any of the Bidder's / Tenderer's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the South African National Biodiversity Institute and/or 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

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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If yes, state the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the South African National Biodiversity Institute and/or of the person/s and/or legal entity acting on behalf of the South African National Biodiversity Institute herein.

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I, the undersigned, \_\_\_\_\_  
(name of the person duly authorised to sign the Bid/Tender documents on behalf of the Bidder/Tenderer) hereby certify that the information, furnished above, is correct in all respects. I accept and understand that the South African National Biodiversity Institute, may act against me and the Bidder/Tenderer, jointly and severally, should this declaration prove to be false.

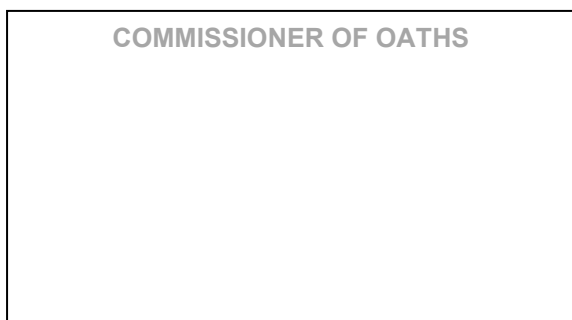
Duly signed at ..... on this ..... day of ..... (month) of ..... (year)

.....  
Full name of signatory

.....  
Name of Bidder/Tenderer

.....  
Capacity of Signatory

.....  
Signature



## T2.2.11: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT
BID No.:	SANBI: G449/2022

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

OFFICIAL STAMP OF  
MEDICAL PRACTITIONER

**South African National Biodiversity Institute**

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**T2.2.12: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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: .....

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**T2.2.13: ORIGINAL VALID TAX CLEARANCE CERTIFICATE**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

A valid original Tax Clearance Certificate and/or Tax Pin number **must be included** for evaluation purposes.



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**T2.2.14: COPY OF CSD REGISTRATION CERTIFICATE**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

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

## **T2.2.15: FINANCIAL REFERENCES**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

### **Notes to Tenderers:**

1. The Tenderer(s) shall attach to this form a letter from the bank in which it is declared how he/they conducts his/their account(s). 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(s) 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>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>	

## **T2.2.16: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
<b>9</b>		

<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>

## T2.2.17: 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: PSIRA 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:

- |  |  |
|--|--|
| <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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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: .....

## **T2.2.18: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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 Employment and Labour (DoEL) or The Federated Employers Mutual Assurance Company (RF) (Pty) Ltd ("FEM").

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**T2.2.19: PROOF OF LIABILITY INSURANCE**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</b>

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



## SBD 6.2

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all Bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such Tenders with the specific Bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for Tenders referred to in paragraph 1.2 above, a two stage Bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the Bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the Bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the Bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A Bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the Bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this Bid is/are as follows:**

No.	Description of services, works or goods	Unit (e.g. m <sup>2</sup> , m <sup>3</sup> , ton, etc.)	Quantity	Stipulated minimum threshold
1	Steel reinforcement	Tonnage	1.91	100%
2	Mesh 395	M2	162	100%
3	Steel Windows	No	4	100%
4	Burglar Bars	No	4	100%
5	Structural steel	Tonnage	8.02	100%

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3. Does any portion of the goods or services offered have any imported content?  
(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this Bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the Bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a Bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): **SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE.**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, Bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the Bid documentation at the closing date and time of the Bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Bidders for verification purposes for a period of at least 5 years. The successful Bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of Bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified Bid comply with the minimum local content requirements as specified in the Bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the Bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the Bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

SATS 1286.2011

**Annex C****Local Content Declaration - Summary Schedule**

(C1) Tender No.	SANBI: GXXX/2021
(C2) Tender description:	Walter Sisulu Botanical Gardens
(C3) Designated product(s)	Steel Components
(C4) Tender Authority:	South African National Biodiversity Institute
(C5) Tendering Entity name:	
(C6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7) Specified local content %	

**Note:** VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R 0		
								(C21) Total Exempt imported content		R 0	
								(C22) Total Tender value net of exempt imported content		R 0	
								(C23) Total Imported content			R 0
								(C24) Total local content			R 0
								(C25) Average local content % of tender			

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

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

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

SATS 1286.2011

## Annex D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	SANBI: G449/2022		Note: VAT to be excluded from all calculations
(D2) Tender description:	Walter Sisulu Botanical Gardens		
(D3) Designated Products:	Steel Components		
(D4) Tender Authority:	South African National Biodiversity Institute		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU R 9.00	GBP R 12.00

#### A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

#### C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

#### D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: \_\_\_\_\_

This total must correspond with Annex C - C 23

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".

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	SANBI: GXXX/2021	<b>Note:</b> VAT to be excluded from all calculations
(E2)	Tender description:	Walter Sisulu Botanical Gardens	
(E3)	Designated products:	Steel Components	
(E4)	Tender Authority:	South African National Biodiversity Institute	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all Bids invited.

- 1 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The Bid of any Bidder may be disregarded if that Bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

Item	Question	Yes	No
4.1	Is the Bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

## **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



## **SBD 9**

### **CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all quotations<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bidding (or Bid rigging) <sup>2</sup> Collusive Bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the Bid of any Bidder if that Bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the Bid:

<sup>1</sup> Includes price quotations, advertised competitive Bids, limited Bids and proposals.

<sup>2</sup> Bid rigging (or collusive Bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

**SANBI: G449/2022: APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**

(Bid Number and Description)

in response to the invitation for the quote made by

**SOUTH AFRICAN NATIONAL BIODIVERSITY CONSERVATION CENTRE (SANBI)**

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder.
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign the Bid, on behalf of the Bidder.
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a Bid in response to this Bid invitation.
  - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a Bid.
  - (e) the submission of a Bid which does not meet the specifications and conditions of the Bid; or
  - (f) Bidding with the intention not to win the Bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PART C: THE CONTRACT

### Part C1: Agreement and Contract Data

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT</b>
<b>BID No.:</b>	<b>SANBI: G449/2022</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:

#### **THE APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**

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.

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]**

## Acceptance

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

The terms of the Contract are contained in

Part C1	Agreement and Contract Data <i>[which includes this Agreement]</i>
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 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.

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

**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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

**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

#### **South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

## **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 (August 2010)** 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 **General Preambles for Trades (2017 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.



## **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]

#### **TABLE OF CONTENTS**

<b>Section No.</b>	<b>Description</b>
1.0	CONTRACTING AND OTHER PARTIES
2.0	CONTRACT AND SITE INFORMATION
3.0	INSURANCES AND SECURITIES
4.0	PRACTICAL COMPLETION DATES AND PENALTIES
5.0	DOCUMENTS AND GENERAL
6.0	STATE PROVISIONS AND SUBSTITUTIONS
7.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT
8.0	DECLARATION BY THE PRINCIPAL AGENT

**South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

**CONTRACT DATA – EMPLOYER****1.0 CONTRACTING AND OTHER PARTIES**

1.1 [1.2]	<b>Employer:</b>	South African National Biodiversity Institute		
	<b>Postal Address:</b>	Private Bag X101, Silverton, Gauteng	<b>Code:</b>	0184
	<b>Physical Address:</b>	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	<b>Code:</b>	0184
	<b>Tel No.:</b>	012 843 5000	<b>Fax No.:</b>	012 843 5205
	<b>eMail:</b>	c.willis@sanbi.org.za		
1.2 [5.1]	<b>Principal Agent:</b>	BVi Consulting Engineers	<b>Person:</b>	DuRaen Conradie
	<b>Postal Address:</b>	PO Box 2967, Pretoria	<b>Code:</b>	0001
	<b>Tel No.:</b>	012 940 1111	<b>Fax No.:</b>	012 940 1123
	<b>eMail:</b>	duraanc@bvi.co.za		
1.2 [5.2]	<b>Agent (1):</b>	BVi Consulting Engineers	<b>Person:</b>	Jan Lourens
	<b>Agent's Service:</b>	Quantity Surveyor		
	<b>Postal Address:</b>	PO Box 2967, Pretoria	<b>Code:</b>	0001
	<b>Tel No.:</b>	012 940 1111	<b>Fax No.:</b>	012 940 1123
	<b>eMail:</b>	jlourens@inanirec.co.za		
1.3 [5.2]	<b>Agent (2):</b>	Kwp CREATE	<b>Person:</b>	Almer du Pisanie
	<b>Agent's Service:</b>	Architect		
	<b>Postal Address:</b>	PO Box 2967, Pretoria	<b>Code:</b>	0001
	<b>Tel No.:</b>	012 343 9141	<b>Fax No.:</b>	012 343 9524
	<b>eMail:</b>	almer@kwpcreate.com		
1.4 [5.2]	<b>Agent (3):</b>	BVi Consulting Engineers	<b>Person:</b>	Boitumelo Matyeka
	<b>Agent's Service:</b>	Civil Engineer		
	<b>Postal Address:</b>	PO Box 2967, Pretoria	<b>Code:</b>	0001
	<b>Tel No.:</b>	012 940 1111	<b>Fax No.:</b>	012 940 1123
	<b>eMail:</b>	boitumelom@bvi.co.za		

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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

1.5 [5.2]	<b>Agent (4):</b>	NCC Environmental Services	<b>Person:</b>	Mongezi Kubukeli
	<b>Agent's Service:</b>	Health and Safety Agents		
	<b>Postal Address:</b>	PO Box 30223   Tokai	<b>Code:</b>	7966
	<b>Tel No.:</b>	021 702 2884	<b>Fax No.:</b>	021 701 5302 / 086 555 0693
	<b>eMail:</b>	mongezik@ncc-group.co.za		
1.6 [5.2]	<b>Agent (5):</b>		<b>Person:</b>	
	<b>Agent's Service:</b>			
	<b>Postal Address:</b>		<b>Code:</b>	
	<b>Tel No.:</b>		<b>Fax No.:</b>	
	<b>eMail:</b>			
1.7 [5.2]	<b>Agent (6):</b>		<b>Person:</b>	
	<b>Agent's Service:</b>			
	<b>Postal Address:</b>		<b>Code:</b>	
	<b>Tel No.:</b>		<b>Fax No.:</b>	
	<b>eMail:</b>			
1.8 [5.2]	<b>Agent (7):</b>		<b>Person:</b>	
	<b>Agent's Service:</b>			
	<b>Postal Address:</b>		<b>Code:</b>	
	<b>Tel No.:</b>		<b>Fax No.:</b>	
	<b>eMail:</b>			
1.9 [5.5]	Interest of <b>Principal Agent</b> or other <b>Agents</b> in the project			(Yes / No) <div style="border: 1px solid black; padding: 2px 10px; display: inline-block;">No</div>
	Details where "yes": N/A			
1.10	The <b>Principal Agent</b> named in 1.2 above is responsible for the preparation of the <b>Contract Data</b> schedule and must be contacted should the <b>Contractor</b> be uncertain of the information provided or to be provided. Failure to complete the <b>Contract Data</b> schedule in full may result in the Tender being disqualified.			

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**2.0 CONTRACT AND SITE INFORMATION**

2.1 [1.7]	The <b>law</b> applicable to this <b>agreement</b> :	(Country / State)	<b>RSA</b>
2.2 [1.1]	<b>Works</b> identification:	<b>Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort</b>	
2.3 [1.1]	Site description:	<b>Walter Sisulu National Botanical Garden, Roodepoort</b>	
2.4 [15.2.1]	Possession of the <b>site</b> is to be given on:	(Date)	<b>Within 5 (five) working days after receipt of documentary evidence that:</b> <ul style="list-style-type: none"> <li>Insurances have been effected [12.2];</li> <li>Security has been provided to the Employer [14.1];</li> <li>Contractor's Lien has been signed;</li> <li>Safety Plan has been approved by the Employer</li> </ul>
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>
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]	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]	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>A</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>A</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>

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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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)	<b>Yes</b>
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**3.0 INSURANCE AND SECURITIES**

3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	<b>Contractor</b>
	For the sum of:	(Amount)	<b>Contract Sum Plus 20%</b>
	With a deductible of:	(Amount)	<b>R20 000</b>
3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	For the sum of:	(Amount)	<b>N/A</b>
	With a deductible of:	(Amount)	<b>N/A</b>
3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	<b>Contractor</b>
	For the sum of:	(Amount)	<b>R5 000 000 per claim</b>
	With a deductible of:	(Amount)	<b>R20 000</b>
3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	For the sum of:	(Amount)	<b>N/A</b>
	With a deductible of:	(Amount)	<b>N/A</b>
3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	Type:	<b>N/A</b>	
	For the sum of:	(Amount)	<b>N/A</b>
	With a deductible of:	(Amount)	<b>N/A</b>

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**4.0 PRACTICAL COMPLETION DATES AND PENALTIES**

		<b>Date</b>	<b>Penalty Amount</b>
4.1 [24.3.1], [30.1-36]	For the <b>works</b> as a whole: The <b>Date</b> for <b>Practical Completion</b> and the <b>Penalty</b> per <b>calendar day</b> is:	<b>3 Calendar Months</b> after date of Site Handover	Penalty per Calendar Day: <b>R 0.0275 per R100</b> of Contract Sum (excluding VAT) per Calendar Day

**Or**

4.2 [24.3.1], [28.1]	For the <b>works</b> in <b>sections</b> : The <b>Date</b> for <b>Practical Completion</b> and the <b>Penalty</b> per <b>calendar day</b> is:
----------------------------	---

	<b>Date</b>	<b>Penalty Amount</b>
Section 1	<b>N/A</b>	<b>N/A</b>
Section 2	<b>N/A</b>	<b>N/A</b>

**5.0 DOCUMENTS AND GENERAL**

5.1 [3.7]	Construction document copies to be supplied to the <b>Contractor</b> free of charge.	(No. of copies)	<b>3</b>
5.2 [3.9]	The <b>priced document</b> may be used as a specification of <b>materials and goods</b> and work methods.	(Yes / No)	<b>No</b>
5.3 [3.10]	The <b>Contractor</b> shall provide a schedule of rates.	(Yes / No) <b>No</b> (Addendum No.)	<b>Refer to Bills of Quantities</b>
5.4 [3.11]	Changes made to <b>JBCC</b> standard documents.	(Yes / No) <b>Yes</b> (Addendum No.)	<b>Refer to Point 6 below</b>
5.5 [15.1.1]	On acceptance of the Tender, the <b>priced document</b> is to be submitted within the stated <b>working days</b> .	(No. of days)	<b>Priced document to be submitted with Tender</b>
5.6 [22.2]	Work to be undertaken by <b>Direct Contractors</b> .	(Yes / No) <b>No</b> (Addendum No.)	<b>N/A</b>
5.7 [24.9]	On achievement of Practical Completion, the <b>Contractor</b> is to hand over all certificates and manuals, etc. related to the works.		
5.8 [31.1]	Interim <b>payment certificates</b> to be issued by:	(Date of Month)	<b>25<sup>th</sup></b>
5.8 [4.1]	The following items of works shall be supplied by the Contractor:		
	(1) Electrical certificate of compliance	(2)	
	(3)	(4)	
	(5)	(6)	

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".

## **6.0 CHANGES MADE TO STANDARD JBCC DOCUMENT**

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 **practical completion**

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

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

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

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

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 *Add the following clause:*  
[9.3]

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

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

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** Sub-contractors. 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]

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.

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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

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 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**.

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 three hundred and sixty-five (365) **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**.



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- 6.23  
[27.1] *Replace the clause with the following:*
- The **latent defects** liability period shall commence at the start of the **construction period** and end ten (10) years from the date of **final completion** where **final completion** in terms of [26.0] is achieved.
- 6.24  
[27.2] *Replace the clause with the following:*
- Where cancellation of this **agreement** occurs before the achievement of **final completion** the **latent defects** liability period shall end ten (10) years from the date of cancellation.
- 6.27  
[31.4.2] *Replace the clause with the following:*
- 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  
[31.9] *Replace the clause with the following:*
- 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  
[31.11.2] *Replace the last sentence with the following:*
- 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  
[31.12] *Replace the clause with the following:*
- 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  
[34.1] *Replace the clause with the following:*
- 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**.
- 6.33  
[34.2] *Add the following clause:*
- 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  
[34.5] *Add the following:*
- The final payment certificate shall be issued by the **Employer**.
- 6.35  
[34.9] *Replace the clause with the following:*
- 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  
[34.10] *Replace the clause with the following:*
- 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.
- 6.37  
[34.12] *Replace the last sentence with:*
- 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).

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

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

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

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

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  
[39.2] *Add the following clause:*

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  
[39.2.1] *Add the following clause:*

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

6.43  
[39.2.2] *Add the following clause:*

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

6.43  
[39.2.3] *Add the following clause:*

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

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

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

## 7.0 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

## 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 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]

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1.0	CONTRACTING PARTY
2.0	SECURITIES
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

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**1.0 CONTRACTING PARTY**

1.1

[1.2]

**Contractor:****Postal Address:****Code:****Physical Address:****Code:****eMail:****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)

2.1.2

[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

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**. 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 dis-establishment 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 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)	<input type="text" value="No"/>
3.2.5	Payment of Preliminaries [3.1.1-2]	(A or B)	<input type="text"/>
3.2.6	Adjustment of Preliminaries [3.2.1-2]	(A or B)	<input type="text"/>

## 4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

4.1	Changes (if any) in terms of the <b>Employer's Contract Data</b> are accepted [3.11]. Where "no" an addendum referenced to this clause is to be attached.	(Yes / No)	<input type="text" value="Yes. Refer to EC 6"/>
-----	---	------------	---

## 5.0 THE TENDER

- 5.1 This Tender is to be submitted to SANBI 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 not be opened in public.
- 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.

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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 **prime cost amounts**

R

5.8.2 **Employer allowances** stated by the **Principal Agent**

R

5.8.3 **SUB TOTAL**

R

5.8.4 *Add tax* on 5.8.3

R

5.8.5 **TOTAL TENDER SUM inclusive of tax**

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

## C1.3 Form of Construction Guarantee

### C1.3.1 FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 (Reprint 1) 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 (Reprint 1) 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: G449/2022 for APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**

(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 fulfillment 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.
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.



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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: .....**  
.....

### **C1.3.2: VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 (Reprint 1) 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: G449/2022** for **APPOINTMENT OF A CONTRACTOR FOR THE REFURBISHMENT OF THE RESTAURANT AND UPGRADE TO THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**

(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 fulfillment 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.

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**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

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 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**.
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)*

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:** .....

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".

## 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/we am/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

.....  
MANDATARY

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

.....  
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 full-time construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
3. The Contractor shall appoint an SACPCMP registered part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site; frequency of site visits of the CHSO must be discussed and agreed upon with appointed client health and safety agent.
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 worn at all times 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.

**South African National Biodiversity Institute**

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## PART C: THE CONTRACT

### Part C2: Pricing Data

#### C2.1 Pricing Instructions

##### 1. GENERAL INFORMATION

- a. Bills of Quantities  
The **Bills of Quantities** forms 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. Contract Price Adjustment  
Tenderers are to take note that contract price adjustments are not applicable to this contract

##### 2. PRICING INFORMATION

1. These Bills of Quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their Bills of Quantities are complete/correct. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the Bills of Quantities contain any obvious errors, the Tenderer shall immediately notify the Principal Agent, so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the Principal Agent.
2. The Bills 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 Bills of Quantities completed in full. Non or partial completion of the Bills of Quantities shall render Tenders liable for disqualification.
4. The total Tender Price as carried forward to the Form of Offer and Acceptance, 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 Bills of Quantities. The rate(s) submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the Bills of Quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the Bills of Quantities shall apply.
6. The priced Bills of Quantities (of Tenderer) 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 Bills of Quantities, remains with the person who prepared the bills. 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 bills. 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 Bills of Quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the Bills of Quantities shall be permitted and shall be measured and priced at the tariffs as included in the Bills of Quantities and shall form an addition to or omission from the total of the Bills of Quantities. Any changes not covered by any rates in the Bills 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 Bills 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 Bills 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 Bills 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 Bills 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 Bills 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(s). Any order placed directly from the Bills of Quantities, shall be solely at the Contractor's risk.
14. The unit rates as entered in the Bills of Quantities with the exclusion of dayworks items, shall in all cases include any present and applicable sales tax or similar statutory duties.
15. The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
16. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
  - Quantity: The number of units of work for each item
  - Rate : The payment per unit of work at each which the Tenderer tenders to do the work
  - Amount : The quantity of an item multiplied by the tendered rate of the (same) item
  - Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

17. The units of measurements indicated in the bill of Quantities are metric units.

The following abbreviations may appear in the Bill of Quantities:

- |                  |   |   |
|------------------|---|---|
| • mm             | = | millimetre  |
| • m              | = | metre   |
| • km             | = | kilometre   |
| • m <sup>2</sup> | = | square metre  |
| • m <sup>3</sup> | = | cubic metre   |
| • kg             | = | kilogram  |
| • t              | = | ton (1 000 kg)  |
| • %              | = | per cent  |
| • PC Sum         | = | Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs) |
| • Prov Sum       | = | Provisional Sum   |



18. Occupational Health and Safety Act no 85 of 1993 and Regulations

A payment item in the Bill of Quantities has been made to allow the tenderers to price for compliance with OHSA 85 of 1993 and Regulations including all SANS codes incorporated in the OHSA. This payment item must also include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

19. The Tenderer must note that this is a fixed rate contract, and that the Tenderer is not entitled to adjust the rates/prices for escalation.
20. The Tenderer must take note that this is a Bill of Provisional Quantities and that the total number of units will be re-measured.
21. A price or rate shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be covered by the other prices or rates in the Schedule
22. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope.
23. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.
24. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
25. Except where rates only are required, insert all amounts to be included in the total tendered price in the "amount" column and show the corresponding total tendered price.
26. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
27. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
28. The descriptions provided trades must be read in conjunction with the Architect's and Engineer's Drawings, Details, Schedules and Specifications and the tenderer must price accordingly.

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

Item No	Quantity	Rate	Amount
<b><u>BILL NO. 1</u></b>			
<b><u>PRELIMINARIES</u></b>			
<b><u>Conditions of Contract and Preliminaries</u></b>			
<p>The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee Inc amended as hereinafter described</p> <p>The ASAQs Preliminaries (August 2010 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement inclusive of the Contract Data Addenda EC and CE shall be deemed to be incorporated hereinafter</p> <p>Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof</p> <p>These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents</p> <p>Where any item is not relevant to this specific agreement such item is marked not applicable</p>			
<b>Carried to Collection</b>			R
Bill No. 1 PRELIMINARIES <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER            SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>			

Item No		Quantity	Rate	Amount
	<p><b><u>Preambles for Trades</u></b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><b><u>Structure of this Preliminaries bill</u></b></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p>			
	Carried to Collection		R	
	<p>Bill No. 1 PRELIMINARIES <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b></p>			

Item No		Quantity	Rate	Amount
	<b><u>Pricing of Preliminaries</u></b>			
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data (Part two: Data provided by the Contractor - CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)			
	<u>Section A - Principal Building Agreement</u>			
	<b><u>Definitions (A1)</u></b>			
1	Clause 1.0 - Definitions and interpretation			
	Replace the definitions with the following wording:			
	AGREEMENT: The agreement arising from the signing of the Form of Offer and Acceptance by the parties			
	<b><u>Objective and preparation (A2 - A14)</u></b>			
2	Clause 2.0 - Offer, acceptance and performance obligations			
	F:.....V:.....T:.....	Item	1.00	
3	Clause 3.0 - Documents			
	F:.....V:.....T:.....	Item	1.00	
4	Clause 4.0 - Design responsibility			
	F:.....V:.....T:.....	Item	1.00	
5	Clause 5.0 - Employer's agents			
	F:.....V:.....T:.....	Item	1.00	
	<b>Carried to Collection</b>		R	
	Bill No. 1 PRELIMINARIES <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>			

Item No		Quantity	Rate	Amount
6	Clause 6.0 - Contractor's site representative			
	F:.....V:.....T:.....	Item	1.00	
7	Clause 7.0 - Compliance with laws and regulations			
	Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications [7.1]			
	F:.....V:.....T:.....	Item	1.00	
8	Clause 8.0 - Works risk			
	F:.....V:.....T:.....	Item	1.00	
9	Clause 9.0 - Indemnities			
	F:.....V:.....T:.....	Item	1.00	
10	Clause 10.0 - General insurances			
	F:.....V:.....T:.....	Item	1.00	
11	Clause 11.0 - Special insurances		N/A	
12	Clause 12.0 - Effecting insurances			
	F:.....V:.....T:.....	Item	1.00	
Carried to Collection			R	
Bill No. 1 PRELIMINARIES <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>				

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Item No		Quantity	Rate	Amount
22	Clause 22.0 - Employer's direct contractors	N/A		
23	Clause 23.0 - Contractor's domestic subcontractors			
	F:.....V:.....T:.....	Item	1.00	
	<b><u>Completion (A24 - A30)</u></b>			
24	Clause 24.0 - Practical completion			
	F:.....V:.....T:.....	Item	1.00	
25	Clause 25.0 - Works completion			
	F:.....V:.....T:.....	Item	1.00	
26	Clause 26.0 - Final completion			
	F:.....V:.....T:.....	Item	1.00	
27	Clause 27.0 - Latent defects liability period			
	F:.....V:.....T:.....	Item	1.00	
28	Clause 28.0 - Sectional completion			
	F:.....V:.....T:.....		N/A	
29	Clause 29.0 - Revision of date for practical completion			
	F:.....V:.....T:.....	Item	1.00	
30	Clause 30.0 - Penalty for late or non completion			
	F:.....V:.....T:.....	Item	1.00	
Carried to Collection				R
Bill No. 1				
PRELIMINARIES				
<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>				
<b>SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>				



Item No		Quantity	Rate	Amount
	<b><u>Payment (A31 - A35)</u></b>			
31	Clause 31.0 - Interim payment			
	F:.....V:.....T:.....	Item	1.00	
32	Clause 32.0 - Adjustment to the contract value			
	F:.....V:.....T:.....	Item	1.00	
33	Clause 33.0 - Recovery of expense and loss			
	F:.....V:.....T:.....	Item	1.00	
34	Clause 34.0 - Final account and final payment			
	F:.....V:.....T:.....	Item	1.00	
35	Clause 35.0 - Payment to other parties			
	F:.....V:.....T:.....	Item	1.00	
	<b><u>Termination (A36 - A39)</u></b>			
36	Clause 36.0 - Termination by employer - contractor's default			
	F:.....V:.....T:.....	Item	1.00	
37	Clause 37.0 - Termination by employer - loss and damage			
	F:.....V:.....T:.....	Item	1.00	
38	Clause 38.0 - Termination by contractor - employer's default			
	F:.....V:.....T:.....	Item	1.00	
	<b>Carried to Collection</b>		R	
	Bill No. 1			
	PRELIMINARIES			
	<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>			
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PRELIMINARIES

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Bill No. 1

PRELIMINARIES

**WALTER SISULU RESTAURANT REFURBISHMENT - TENDER  
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**



Item No		Quantity	Rate	Amount
	<b><u>BILL NO. 2</u></b>			
	<b><u>ALTERATIONS</u></b>			
	Tenderers are referred to "Building Conditional Assessment Report Rev 1" and Drawing No LPD 1901-CS1000			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>View site</u>			
	Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	<u>General</u>			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary			
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)			
	<b>Carried to Collection</b>		R	
	Bill No. 2 ALTERATIONS <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>			

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Item No			Quantity	Rate	Amount
	<u>Taking out/off and removing sundry metalwork</u>				
10	100 x 80mm Sheet steel rainwater gutter	m	29		
11	80mm Diameter sheet steel rainwater downpipe	m	12		
	<u>Taking out and removing sanitary fittings, tanks, geysers, etc., including disconnecting from pipes, traps, etc. and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
12	Toilet seat and cover and replace with new to match existing (item 61)	No	1		
	<b><u>PREPARATORY WORK TO EXISTING SURFACES</u></b>				
	<u>Cleaning existing surfaces by high pressure washer, scrubbing and washing with approved cleaning agent</u>				
13	Stone wall (item 3)	m2	5		
	<b><u>MAKING GOOD OF FINISHES ETC.</u></b>				
	<u>Making good gypsum plasterboard ceilings</u>				
14	Clean out crack in ceiling and fill with crack filler (item 62 & 63)	m	4		
	<u>Making good external cement plaster</u>				
15	Patch and make good damaged plaster reveal 100mm wide (item 10)	m	1		
16	Chop off plaster from walls, fix chicken wire and re-plaster (item 35)	m2	2		
<b>Carried to Collection</b>				R	
Bill No. 2 ALTERATIONS <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>					

Item No			Quantity	Rate	Amount
	<b><u>SUNDRIES</u></b>				
17	Cut back/prune tree at main entrance (item 4)	No	1		
18	Cut back end of 50 x 225mm timber beam by 200mm and remove (item 8)	No	2		
19	Fit 50mm diameter x 300mm long pvc spout through one brick wall and make good plaster	No	6		
20	Check screws on corrugated iron roof and screw down and secure screws where necessary	m2	625		
Carried to Collection					
Bill No. 2					
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WALTER SISULU RESTAURANT REFURBISHMENT - TENDER					
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE					

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Bill No. 2

ALTERATIONS

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Bill No. 2

ALTERATIONS

**WALTER SISULU RESTAURANT REFURBISHMENT - TENDER  
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**

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Item No		Quantity	Rate	Amount
	<b><u>WATERPROOFING TO ROOFS ETC.</u></b>			
	<u>One layer "Derbigum SP4" membrane by means of "torchfusion" in accordance with the manufacturers specification</u>			
4	On roofs	m2	99	
	<u>Two coats "Silvakote" bituminous aluminium paint</u>			
5	On waterproofing to roofs	m2	110	
	<u>"Plascon PWC20" fibre reinforced crack bridging compound (or similar approved)</u>			
6	On top surface of 230mm wide parapet and chimney walls including returning at least 50mm on adjacent verticals	m	89	
	<b><u>CARPENTRY AND JOINERY</u></b>			
	<b><u>EAVES, VERGES, ETC.</u></b>			
	<u>"Everite" fascias and barge boards</u>			
7	12 x 225mm Fascias including aluminium H-profile jointing strips	m	2	
8	80 x 200mm L- shaped type 721-731 barge boards including aluminium H-profile jointing strips	m	5	
	<b><u>SUNDRIES</u></b>			
9	Close up 1500 x 1200mm opening in wall with Chipboard panel including paint (item 64)	No	1	
Carried to Collection				R
Bill No. 3				
GENERAL BUILDERS WORK				
<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>				
<b>SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>				

Item No		Quantity	Rate	Amount
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>			
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>			
	<u>Proprietary suspended ceilings</u>			
	Hangers, suspension grids, "lay-in" panels, etc. are to be in accordance with the manufacturers' recommendations			
	<b><u>SUSPENDED CEILINGS</u></b>			
	<u>1 200 x 600 x 12,5mm thick "Donn Gyprex White" vinyl faced gypsum ceiling tiles laid on 'Donn T38' pre-painted aluminium capped exposed tee suspension system including galvanised main tees, cross tees, hold-down clips, wedges, etc., all suspended with galvanised 2.5mm wire at not exceeding 1 200mm centres strictly in accordance with the manufacturers instructions</u>			
10	Horizontal ceilings suspended not exceeding 1m below timber trusses	m2	151	
11	Extra over ceilings for opening for 600 x 1200mm light fitting	No	25	
	<u>Cornices, perimeter trims, etc. to suspended ceilings</u>			
12	"Gyproc" 45 x 35mm flush plaster trim (code 1972)	m	111	
13	75mm "Rhino" gypsum plasterboard cornices, nailed	m	2	
	<b><u>METALWORK</u></b>			
	<b><u>STAINLESS STEEL MINOR WORK</u></b>			
	<u>Corner protectors</u>			
14	38 x 38mm Angle section corner protectors in varying lengths fixed to tiled corners	m	69	
	<b>Carried to Collection</b>		R	
	Bill No. 3			
	GENERAL BUILDERS WORK			
	<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>			
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Item No		Quantity	Rate	Amount
<b><u>STORMWATER DRAINAGE</u></b>				
<u>Approved uPVC stormwater pipes</u>				
25	110mm Diameter pipes laid in and including trenches not exceeding 1m deep	m	4	
26	Extra over PVC pipe for 100mm bend	No	2	
<u>Sumps, catchpits, inspection chambers, etc. including concrete kerbs or precast concrete cover slabs, gratings and covers</u>				
27	Construct stormwater catchpit size 300 x 300 x 400mm deep internally in existing paved area including steel mentis grating and frame, 100mm PVC outlet through one brick wall and making good paving and plaster to wall (See position item 18)	No	1	
28	Construct stormwater catchpit/channel size 300mm wide x 1 700mm long x 400mm deep internally in existing paved area including steel mentis grating and frame and making good paving (item 41)	No	1	
29	Connect 110mm diameter pipe into existing stormwater catchpit and make good	No	1	
<u>Sundries</u>				
30	Clean out and remove debris from 500mm wide open concrete stormwater channel	m	39	
31	Clean out and remove debris from existing 100 x 80mm gutters	m	35	
<b>Carried to Collection</b>				R
Bill No. 3 GENERAL BUILDERS WORK <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>				

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Item No		Quantity	Rate	Amount
	<b><u>PAINTWORK ETC. TO NEW WORK</u></b>			
	<u>One coat "Plascon Merit plaster primer" and two coats "Plascon mat acrylic" paint</u>			
34	On external plastered walls	m2	15	
	<u>One coat "Plascon Professional plaster primer" and two coats "Plascon Velvagro" paint</u>			
35	On fibre cement fascias and barge boards exceeding 300mm girth	m2	3	
	<u>One coat "Plascon Merit metal primer" and two coats "Plascon Velvagro" paint</u>			
36	On galvanised sheet metal rainwater downpipes not exceeding 300mm girth	m	12	
37	On galvanised sheet metal rainwater gutters not exceeding 300mm girth	m	29	
	<u>Sand down and apply one sealer coat and two coats "Woodcare" suede varnish</u>			
38	On timber doors	m2	5	
	<b><u>PAINTWORK ETC. TO PREVIOUSLY PAINTED WORK</u></b>			
	<u>One coat "Bonding Liquid" and two coats "Plascon mat acrylic" paint</u>			
39	On internal plastered walls	m2	2	
40	On external plastered walls	m2	609	
41	On plastered internal ceilings	m2	13	
	<b>Carried to Collection</b>			
	Bill No. 3			
	GENERAL BUILDERS WORK			
	<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>			
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Item No			Quantity	Rate	Amount
	<u>One coat "Plascon Professional plaster primer" and two coats "Plascon Velvagio" paint</u>				
42	On fibre cement fascias and barge boards exceeding 300mm girth	m2	14		
43	On fibre cement fascias and barge boards not exceeding 300mm girth	m	36		
	<u>Two coats roof paint</u>				
44	Corrugated sheet iron roof sheeting (measured over flat surface)	m2	625		
45	"Klip-Lok" profile roof sheeting (measured over flat surface)	m2	283		
	<u>Two coats "Plascon Velvagio" paint</u>				
46	On sheet metal rainwater downpipes not exceeding 300mm girth	m	45		
47	On sheet metal rainwater gutters not exceeding 300mm girth	m	35		
	<u>Sand down and apply one sealer coat and two coats "Woodcare" suede varnish</u>				
48	On glazed timber doors and windows (both sides measured)	m2	268		
49	On timber doors	m2	13		
50	On timber door frames	m2	4		
Carried to Collection					R
Bill No. 3 GENERAL BUILDERS WORK <b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>					

**Carried to Collection**

Bill No. 3  
GENERAL BUILDERS WORK  
**WALTER SISULU RESTAURANT REFURBISHMENT - TENDER**  
**SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**

Bill No. 3

GENERAL BUILDERS WORK

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Bill No. 3

GENERAL BUILDERS WORK

**WALTER SISULU RESTAURANT REFURBISHMENT - TENDER  
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Item No		Quantity	Rate	Amount
	<u>HDPE PE100 PN20 pipes</u>			
4	50mm Diameter pipes laid in and including trenches not exceeding 1m deep including excavation, backfilling and Class B bedding	m	134	
	<u>Sundries</u>			
5	400 x 400 x 300mm Concrete thrust block	No	2	
6	50mm Isolation valve	No	1	
7	Allow for connection into existing pipe	No	1	
8	Allow for connection into reservoir	No	1	
	<b><u>VALVE CHAMBER AND FITTINGS</u></b>			
	Tenderers are referred to drawing 34398-07-140-01-02			
9	5 300 x 2 250 x 1 800mm Deep overall concrete valve chamber consisting of 300mm thick walls and 200mm thick floor and roof slab, steel catladder, manhole cover and frame, benching, drain outlet and drain pipe	No	1	
10	E1 - Stub flange with ring to fit and including 50-40mm HDPE reducer	No	2	
11	E2 - 40NB Flanged pipe, overall 490mm long	No	1	
12	E3 - 40NB Flanged gate valve	No	3	
13	E4 - 40NB "AVK" dismantling joint NP16	No	1	
14	E5 - 40NB Flanged pipe, overall 895mm long	No	1	
15	E6 - 40NB Flanged pipe, overall 585mm long	No	1	
16	E8 - 40NB Flanged equal tee	No	1	
	<b>Carried to Collection</b>		R	
	Bill No. 4			
	WATER PIPELINE			
	<b>WALTER SISULU RESTAURANT REFURBISHMENT - TENDER</b>			
	<b>SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE</b>			

Item No			Quantity	Rate	Amount
17	E9 - 40NB Blank flange	No	1		
18	E10 - "Vent-O Mat" 025RBX2511 air valve	No	1		
19	E11 - "Cobra" 1090-25 ball valve	No	1		
20	E12 - 40NB "Bermad WW-700 Sigma" level control valve (WW-700EN-SIGMA-1.5"-757-80-M6-Y-16-00-PB-U-66)	No	1		
21	E13 - 40NB Flanged pipe with puddle flange, overall 700mm long	No	2		
	<u>Disinfecting</u>				
22	Disinfecting water pipe and tank system	Item	1.00		
	<u>Testing</u>				
23	Testing water pipe system	Item	1.00		
24	Pressure testing existing water pipe system	Item	1.00		
Carried to Collection					R
Bill No. 4					
WATER PIPELINE					
WALTER SISULU RESTAURANT REFURBISHMENT - TENDER					
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Bill No. 4

WATER PIPELINE

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Bill No. 4

WATER PIPELINE

**WALTER SISULU RESTAURANT REFURBISHMENT - TENDER  
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## **PART C: THE CONTRACT**

### **Part C3: Scope of Work**

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

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

The Employer's objective is to repair and refurbish the existing restaurant and installation of new water supply pipe at the **WALTER SISULU NATIONAL BOTANICAL GARDEN, ROODEPOORT**.

### **C3.1.2 Extent of the Works**

The scope of works includes but is not limited to the following:

The following is a brief outline of the scope of works:

- Refurbishment to existing restaurant
- Paint external walls and roof sheeting
- Servicing and repairs to waterproofing, approximately 100 m<sup>2</sup>
- External construction works:
  - External works in areas where defined
  - Maintenance and inspection of existing services
  - Water supply pipeline, approximately 440m and new valve chamber
- Specialist installations:
  - Electrical installation: general repairs, neaten cabling and replace light fittings

The Contractor will be required to construct the works in conformity with design criteria specified in the Project Specification and/or shown on the drawings. The scope of work supplied must not be seen as exclusive and may be changed at any stage by the Employer.

### **C3.1.3 Location of the Works**

The project is located at the Walter Sisulu National Botanical Garden, Malcolm Road, Poortview, Roodepoort, Gauteng

## **C3.2 Construction**

### **C3.2.1 Construction Standards**

The General Preambles for Trades (2017 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 (for all Structural and Civil Work).

The SANS 1200 Standardised Specification publications are available from Standard South Africa, Private Bag X191, Pretoria, 0001.

### **C3.2.2 Plant and Materials**

#### **C3.2.2.1 Plant and Materials Supplied by the Employer**

None

## **South African National Biodiversity Institute**

Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

### **C3.2.2.2 Materials, Samples and Shop Drawings**

All materials are to be tested by a commercial laboratory as directed by the Engineer.

### **C3.2.3 Construction Equipment**

#### **C3.2.3.1 Requirements for Equipment**

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

#### **C3.2.3.2 Equipment Provided by the Employer**

None

### **C3.2.4 Existing Services**

#### **C3.2.4.1 Known Services**

As-built information is unavailable at the time of Tender, the onus still lies with the main Contractor to ensure that no services are damaged during the construction phase.

#### **C3.2.4.2 Treatment of Existing Services**

Contractor to use caution.

#### **C3.2.4.3 Use of Detection Equipment for the Location of Underground Services**

At Principal Contractor's discretion.

#### **C3.2.4.4 Damage to Services**

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

### **C3.2.5 Site Establishment**

#### **C3.2.5.1 Services and Facilities Provided by the Employer**

None.

#### **C3.2.5.2 Facilities Provided by the Contractor**

The onus lies with the Principal Contractor to find a suitable camp site, approved by the Principal Agent.

#### **C3.2.5.3 Storage**

No requirements are specified.

#### **C3.2.5.4 Other Facilities and Services**

No requirements are specified.

#### **C3.2.5.5 Vehicles and Equipment**

No requirements are specified.

#### **C3.2.5.6 Advertising Rights**

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

#### **C3.2.5.7 Notice Boards**

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

#### **C3.2.5.8 Office Accommodation for Meeting Room**

No requirements are specified.

### **C3.2.6 Site Usage**

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Principal Agent.



### **C3.2.7 Features requiring special attention**

#### **C3.2.7.1 Site Maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

#### **C3.2.7.2 Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

#### **C3.2.7.3 Sub-Contractors**

All matters pertaining to subcontractors (including Selected Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Principal Agent will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

#### **C3.2.7.4 Testing and Quality Control**

##### **(a) Contractor to Engage Services of an Independent Laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Principal Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Principal Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

##### **(b) Costs of Testing**

The costs of all testing carried out by the independent laboratory shall be borne by the Contractor and shall be deemed to be included in the bided rates and prices for the respective items of work as listed in the Bills of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

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##### **C3.2.7.5 Access to property**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties. Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

##### **C3.2.7.6 Monthly statements and payment certificates**

The statement to be submitted by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

##### **C3.2.7.7 Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bidden rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

##### **C3.2.7.8 Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications

## **C3.3 Management**

### **C3.3.1 Planning and Programming**

#### **C3.3.1.1 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 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.

#### **C3.3.1.2 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.

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.

The programme shall at minimum contain:

- a) Time Scale (minimum):
  - i. Days, where the period does not exceed three months. Weeks, where the project period exceeds three months.
  - ii. Months, where the period does not exceed one year.
  - iii. Years, where the project period exceeds one year.
- b) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped.  
Resources allocation and task dependency shall be indicated.
- c) Start and Finish Dates: All tasks shall have specific start and finish dates.
- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.

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- e) **Progress Tracking:** The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) **Non-working Time:** All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

The Contractor shall provide the Principal Agent with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the program. In the method statement the Contractor must address at minimum the following items:

- a) sequence of the works for the relevant works area.
- b) target dates for the tasks identified in sequence of the works for the relevant works area.
- c) materials requirements.
- d) construction plant to be used.
- e) services affecting construction; and
- f) any factors that could affect construction progress after commencement.

The method statement must be approved by the Principal Agent before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor shall be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the program or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall, within one week after being notified by the Principal Agent, submit a revised program.

If the program is to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing the modifications to the original program necessary to ensure completion of the Works or any part thereof within the time for completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as provided for in the Contract.

The approval by the Principal Agent of any program shall have no contractual significance other than that the Principal Agent would be satisfied if the work is carried out in accordance to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Principal Agent to instruct the Contractor to vary the program should circumstances make this necessary.

#### **C3.3.1.3 Default in submission of programme(s)**

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.

#### **C3.3.1.4 Monthly Report**

The Contractor shall report on a monthly basis on:

- a) Construction progress achieved, supported with an updated project programme, reasons for deviation from programme and plans to regain on lost time.
- b) Expanded Public Works Programme statistics.
- c) Test results for all works completed during the months, with clear indication of areas to be reworked due to non-compliance to project specifications.
- d) Plant and equipment, clearly showing effective usage per day for the month, ie typically a usage percentage of the reporting period.

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- e) Materials, including material on site, materials available from suppliers (i.e. the supplier has materials in stock for the project or will meet project demands), and quality of materials (compliance with issued specification, i.e. block colours and strength).
- f) Training achieved, including formal and informal training sessions.
- g) Cash flow projections, taking into account already expended values.

**NOTA BENE:** Failure on the part of the Contractor to submit any of the above reports on the 25th day of each month (or the previous workday for the applicable month) until the issue of the Certificate of Completion shall give effect to a penalty, which shall not be reversible.

#### **C3.3.1.5 Security**

The Contractor shall be responsible to provide security on site(s) as he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.

Works, Labour and Plant, until the issue of Certificate of Completion.

#### **C3.3.2 Health and Safety**

##### **C3.3.2.1 Health and Safety Specification**

SEE APPENDIX B – Health and Safety Specification

## South African National Biodiversity Institute

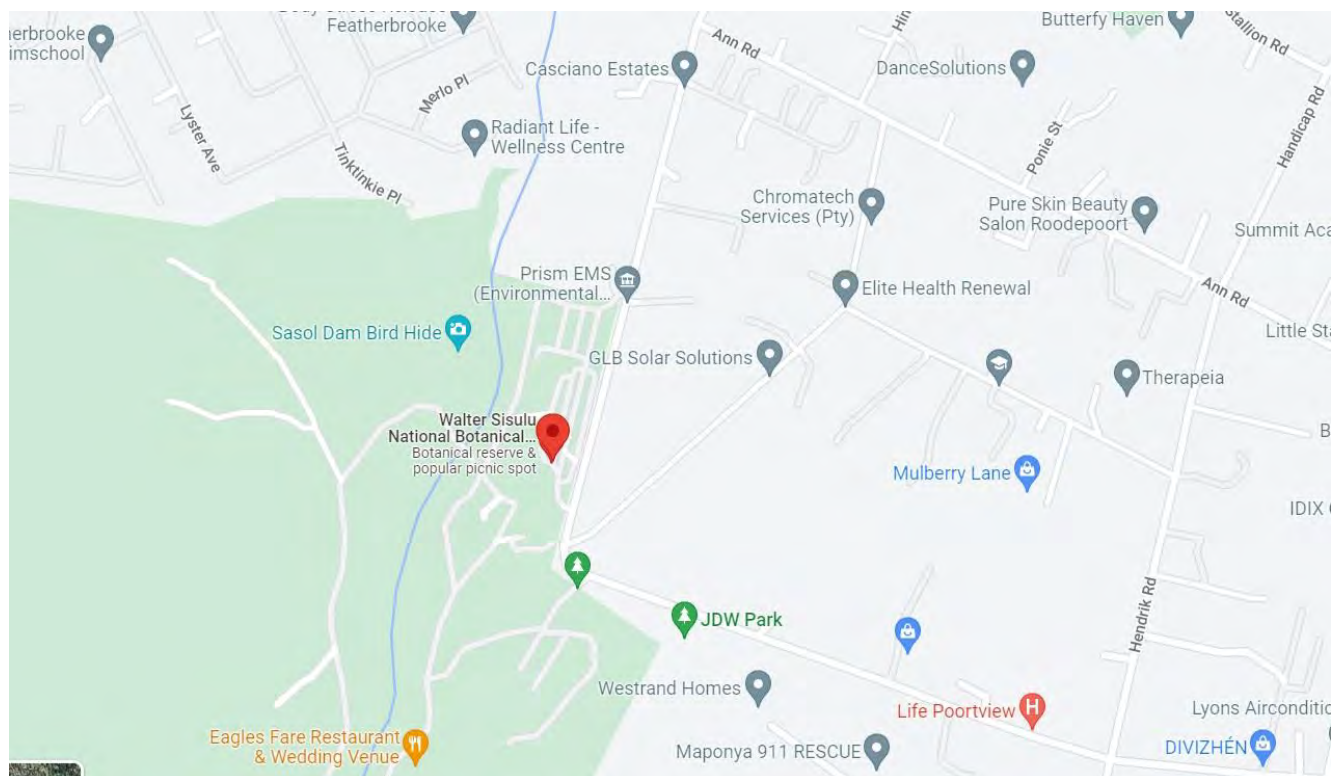
Appointment of a contractor for the refurbishment of the restaurant and upgrade to the water supply for the South African National Biodiversity Institute (SANBI) at the Walter Sisulu National Botanical Garden, Roodepoort No.: **SANBI: G449/2022**

# PART C: THE CONTRACT

## Part C4: Site Information

### C4.1 Site Information

The site is located in Roodepoort, at the Walter Sisulu National Botanical Garden, Malcolm Road, Poortview, Roodepoort, Gauteng



## **Appendix A: Drawings and Conditional Assessment Report**

06 July 2022

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

WALTER SISULU NATIONAL BOTANICAL GARDEN – EAGLES FARE RESTAURANT

BUILDING CONDITIONAL ASSESSMENT REPORT REV 1 – 6 June 2022

End of Malcolm Rd, Poortview, Roodepoort, Gauteng, South Africa



Figure 1 - Google Map Image



TABLE 1: Building Condition Assessment Rating Tool (BCART)

RATING	CONDITION	REQUIRED ACTION	DESCRIPTION	MAINTENANCE TYPE
5	Very Good	Planned Preventative Maintenance	The component or building is either new or has recently been maintained, does not exhibit any signs of deterioration.	NORMAL
4	Good	Condition-based Maintenance	The component of building exhibits superficial wear and tear, minor defects, minor signs of deterioration to surface finishes and requires maintenance/servicing. It can be reinstated with routine scheduled or unscheduled maintenance/servicing.	NORMAL
3	Fair	Repairs	Significant sections or component require repair, usually by a specialist. The component or building has been subjected to abnormal use or abuse, and its poor state of repair is beginning to affect surrounding elements. Backlog maintenance work exists.	BACKLOG
2	Bad	Rehabilitation	Substantial sections or components have deteriorated badly, suffered structural damage or require renovations. There is a serious risk of imminent failure. The state of repair has a substantial impact on surrounding elements or creates a potential health or safety risk.	BACKLOG
1	Very Bad	Replacement	The component or building has failed, is not operational or deteriorated to the extent that does not justify repairs, but should rather be replaced. The condition of the element actively contributes to the degradation of surrounding elements or creates a safety, health or life risk.	BACKLOG



- 1 Replace missing barge board
- 2 Paint wall
- 3 Clean stone
- 4 Tree pruning



- 5 Replace rusted rainwater goods
- 6 Painting
- 7 Sand and seal timber doors



- 8 Treat rotting timber truss and install fascia board



- 9 Sand down and seal timber door frames
- 10 Plaster work to be fixed



- 11 Cut trees away from building
- 12 Fix damaged roof



- 13 Paint walls
- 14 Replace broken window glass



- 15 Paint walls
- 16 Insert rain water outlet from flat roof





17 Demolish and rebuild refuse yard



18 Unblock storm water drain



19 Painting



- 20 paint walls
- 21 screwdown roof sheets securely
- 22 paint roof
- 23 waterproofing to parapets and chimneys



- 24 Install flashing
- 25 Neaten services, install trunking



- 26 Install spouts to drain flat roofs
- 27 Paint walls
- 28 Run cables in trunking



- 29 Plug unused services
- 30 Run all cables/pipes securely in trunking
- 31 Paint all plastered walls
- 32 Clean out stormwater channels





- 33 Clear out storm water channel of debris
- 34 Paint walls



- 35 Chip away plaster, fix chicken wire and replaster
- 36 Paint walls



37 Insert storm water outlets to flat roof

38 Paint walls

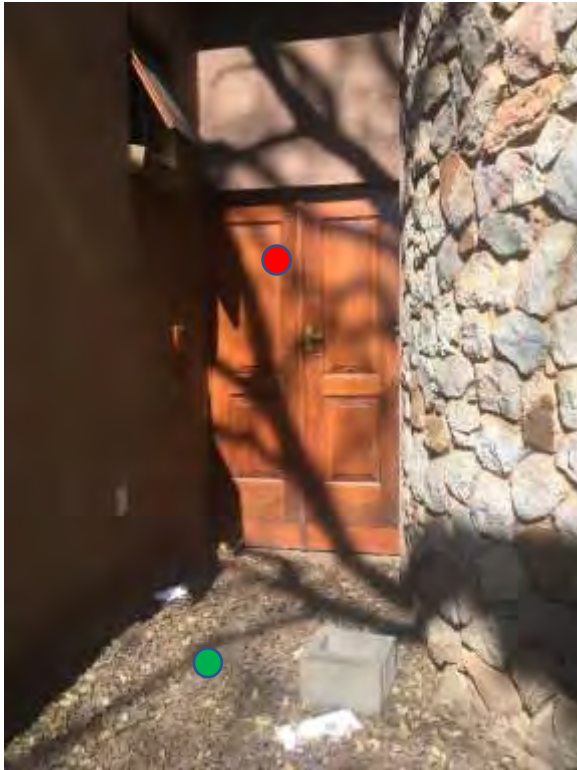


39 Insert storm water outlet pipes

40 Paint walls



- 41 Install storm water grid inlet
- 42 Paint
- 43 Sand and seal timber



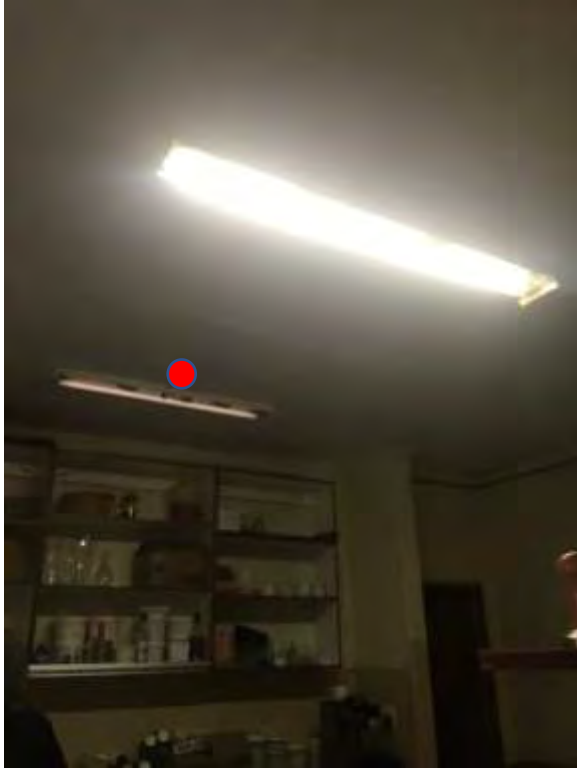
- 44 restricted access due to newly constructed ramped walkway
- 45 Replace water damaged door



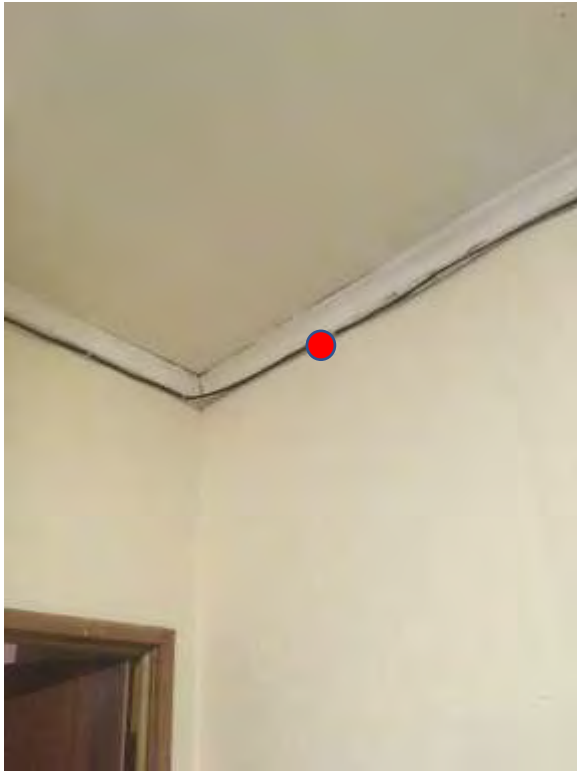
- 46 Secure roof sheeting, remove loose screws and install new tek screws
- 47 Replace rainwater goods
- 48 Service waterproofing chimneys



- 49 Adjust levels to drain stormwater



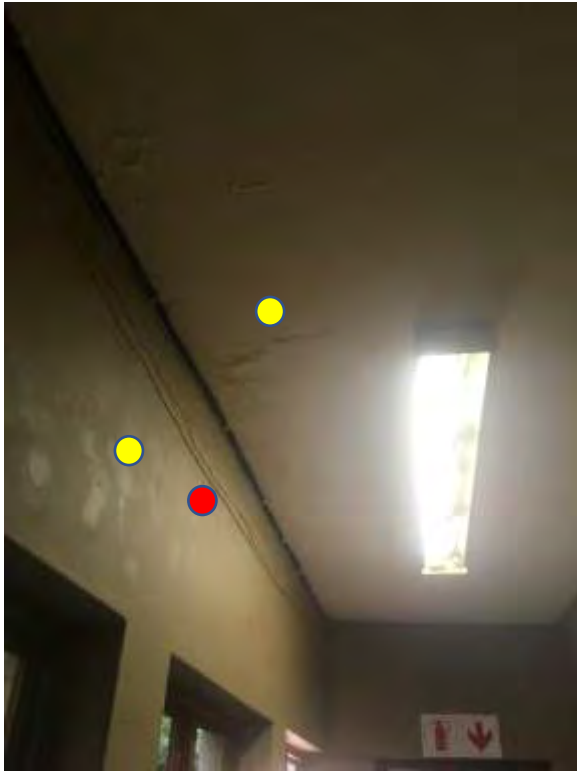
50 Replace all lights/fittings in kitchen area with energy efficient lights



51 All cabling to be run in trunking



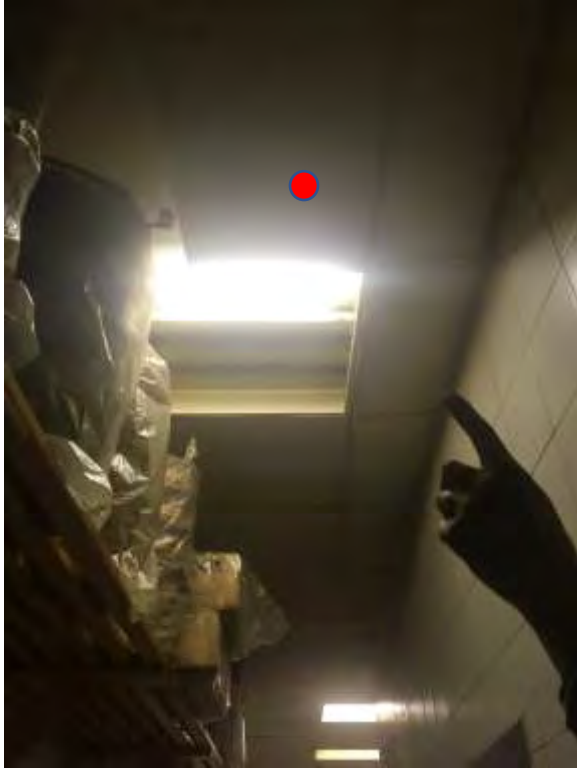
● 52 reroute and install trunking to run services



● 53 Damp from roof above, repair plaster and paint

● 54 Install trunking for cables





● 55 Replace all suspended ceiling and light fittings



● 56 service and replace all gaskets to cold rooms



- 57 Replace all of suspended ceilings





- 58 Install Aluminium angle 'cover strip' to all tiled edges in kitchen area



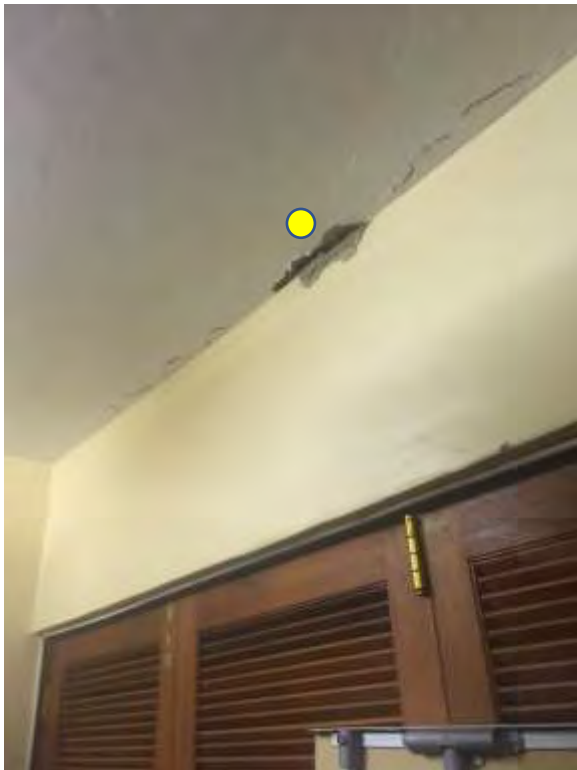
- 59 Replace water damaged ceiling in male bathroom
- 60 Install light fixture



- 61 Replace toilet seat



62 Fix cracks in concrete roof over store room



63 Fix crack in concrete roof over sore room



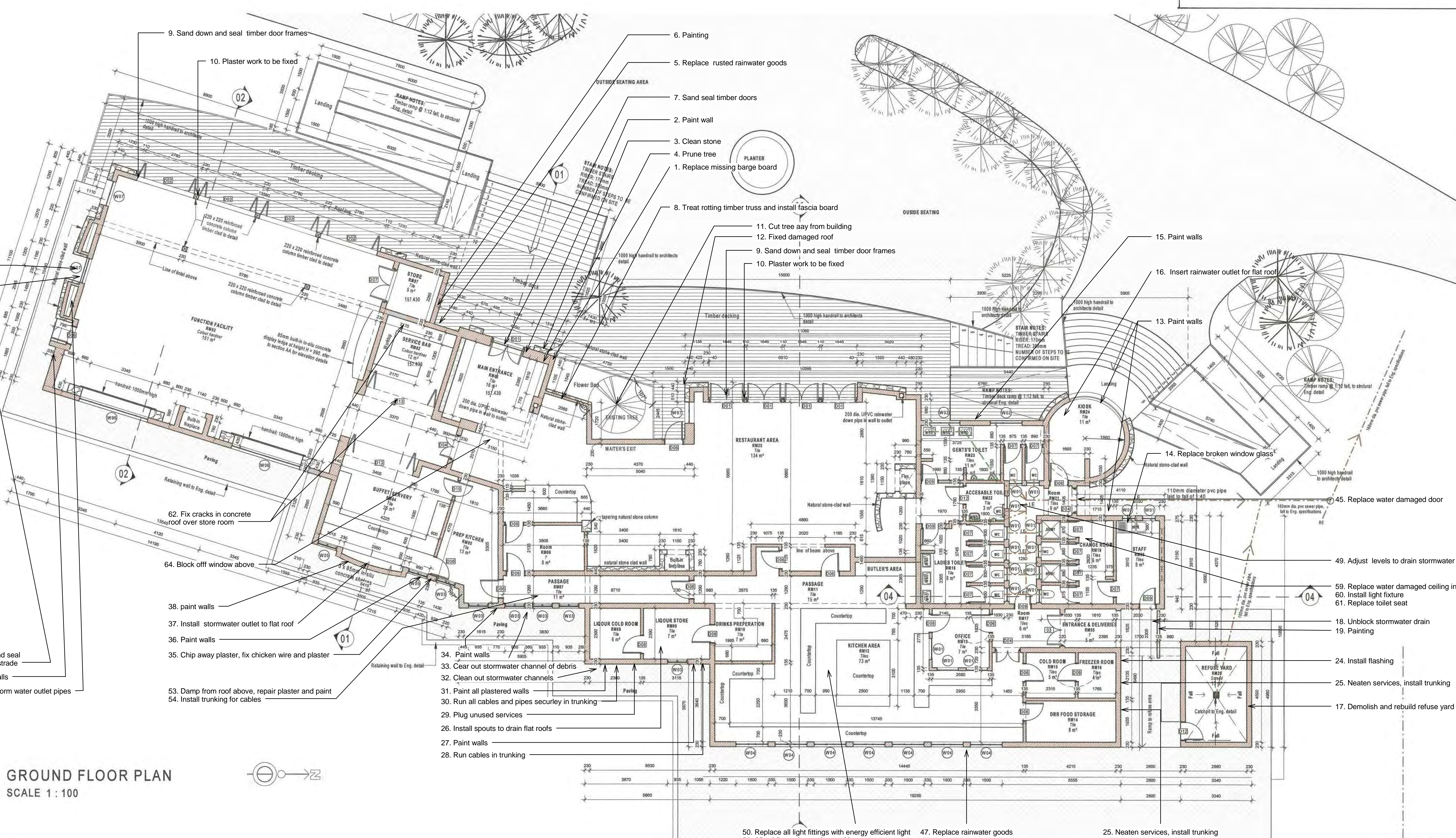
64 Block off window Block off window

<end>



GENERAL NOTES

1. Contractor Notes:
- No construction may proceed on site prior to the approval of drawings by the local authority. Any building work that commences prior to the building plan approval is completely at the owner's own risk.
  - The Architect may not be held responsible for any loss or damage whatsoever that may result from building works without approved building plans.
  - Contractor to verify all levels, heights and dimensions on site and to check same against the drawings before putting any work in hand. Levels are approximate and must be verified by the Contractor prior pricing and construction. Relative floor levels will be determined after installation of master datum.
  - Any discrepancies on drawings must be pointed out by the Contractor to the Architect prior to construction.
  - Contractor is responsible for correct setting out of the buildings, all external walls with particular reference to boundaries, building lines, etc. Any errors, discrepancies or omissions to be reported to the Architect immediately.
  - Contractor responsible to engage Building Inspector on each Construction Stage, to get full satisfaction in compliance with Local Authority by-law and regulations. - Burnt clay bricks only shall be used unless specific approval is obtained from the Architect alternative type of bricks.
  - Conditions: The civil/structural engineer is responsible for soil test.
2. Certificates required:
- The following certificates of compliance to SABS and NBR standards may be required from the Contractor by the Architect:  
FOUNDATION CERTIFICATE: Engineer.  
DPC: Council Inspector.  
PLUMBING AND DRAINAGE: Specialist Sub-contractor.  
ELECTRICAL INSTALLATION: Specialist Sub-contractor.  
TRAFFIC AND ROAD MARKING: Engineer.  
FIRE SAFETY CERTIFICATE: Specialist and/or Council.  
ROOF STRUCTURE: Specialist Sub-contractor and/or Engineer.  
CONCRETE SLABS: Specialist Sub-contractor.  
WATERPROOFING: Specialist Sub-contractor.  
GLAZING: Specialist Sub-contractor.
3. Materials and Finishes Notes:
- All finishing products such as windows frames, roof, tiles, cornices, etc must be approved by the Architect before ordering and installation.
  - All product used must comply with SABS standards and Local Authority Requirements.
  - Quality of all materials and workmanship to comply with the relevant SABS and SANS specifications and shall conform to the Standards specified in the Standard Preambles in the Bill of Quantities available for perusal at the Architects office.
  - Contractor is to build in approved DPC's whether or not these are shown on drawings to all external walls at each floor, beam or parapet level and to all window, door, grill or other opening in external walls. All partition work to comply with SABS 082 on NBR.
4. Building Standard Notes:
- All works must comply to the National Building Regulations and applicable SABS and NBR/C standards.
  - Drawings may not be scaled for construction purposes. Figured dimensions to be used at all times.
  - All drawings must be read in conjunction with one another.
  - Notes reflected on drawings apply for the entire project and works.
  - Any discrepancies on drawings must be pointed out by the Contractor to the Architect prior to construction and submission of tenders. If in doubt ask the Architect.
  - Contractors are to ensure that all details shown on this drawing are compliance with local authority by-law and regulations.
  - Contractors are to locate and identify existing services on site and to protect these from damage throughout the duration of the works.
5. Glazing Notes:
- All glazing to comply with NBR(SANS10400 - Part N) SABS 0137 & AAMSA.
  - Dimensions
  - Nominal glass thickness
  - Max. Size Pane
  - 3mm
  - 0.75
  - 4mm
  - 1.50
  - 5mm
  - 2.10
  - 6mm
  - 3.20
- Any pane of glass installed in any door shall be safety glass and shall have a nominal thickness of not less than 6mm and doors not likely to be apparent to any person approaching them shall bear markings. Any glass lower than 500mm from floor finish shall be safety glass. Any window at staircases must be safety glass.
6. Flashing Notes:
- Provide 0.6mm flashing at all parapets and areas where the roof line changes.
7. Brickwork Expansion Joints Notes:
- Refer to Engineer for brickwork expansion joints.
8. Revisions:
- Refer to drawing list for latest revisions on drawings.
9. Flashing Notes:
- Provide 0.6mm flashing at all parapets and areas where the roof line changes.
10. Brickwork Expansion Joints Notes:
- Refer to Engineer for brickwork expansion joints.
11. Revisions:
- Refer to drawing list for latest revisions on drawings.



GROUND FLOOR PLAN  
SCALE 1 : 100

AREA SCHEDULE	
SITE AREA	85596 m²
COVERAGE	140.93 m²
F.A.R	633.01 m²
ALLOWABLE F.A.R	2:1
PERCENTAGE	0.007 %
ALLOWABLE COVERAGE	50 %
PERCENTAGE	0.008 %

Zeenaat Cheer  
Pr Eng 20120007  
ASPIRE Consulting  
P.O. Box 2504, Killamey  
Johannesburg, 2041

REV NO. | DATE | DESCRIPTION

REVISIONS

CLIENT SIGNATURE  
*C. Willis*

**LEMONpebble**  
architects

Suite 109, 1st Floor, The Mills, 66 Carr Street, Newtown, Johannesburg.  
P O Box 18813, Actonville, Benoni, 1508.  
Tel: +27 11 492 0413 | Fax: +27 11 492 0323

PROJECT  
**PROPOSED RESTAURANT FOR  
WALTER SISULU NATIONAL  
BOTANICAL GARDENS**

DRAWING  
**GROUND FLOOR PLAN**

SCALE  
**1:100**

DATE  
13/02/2020

DRAWN  
SM

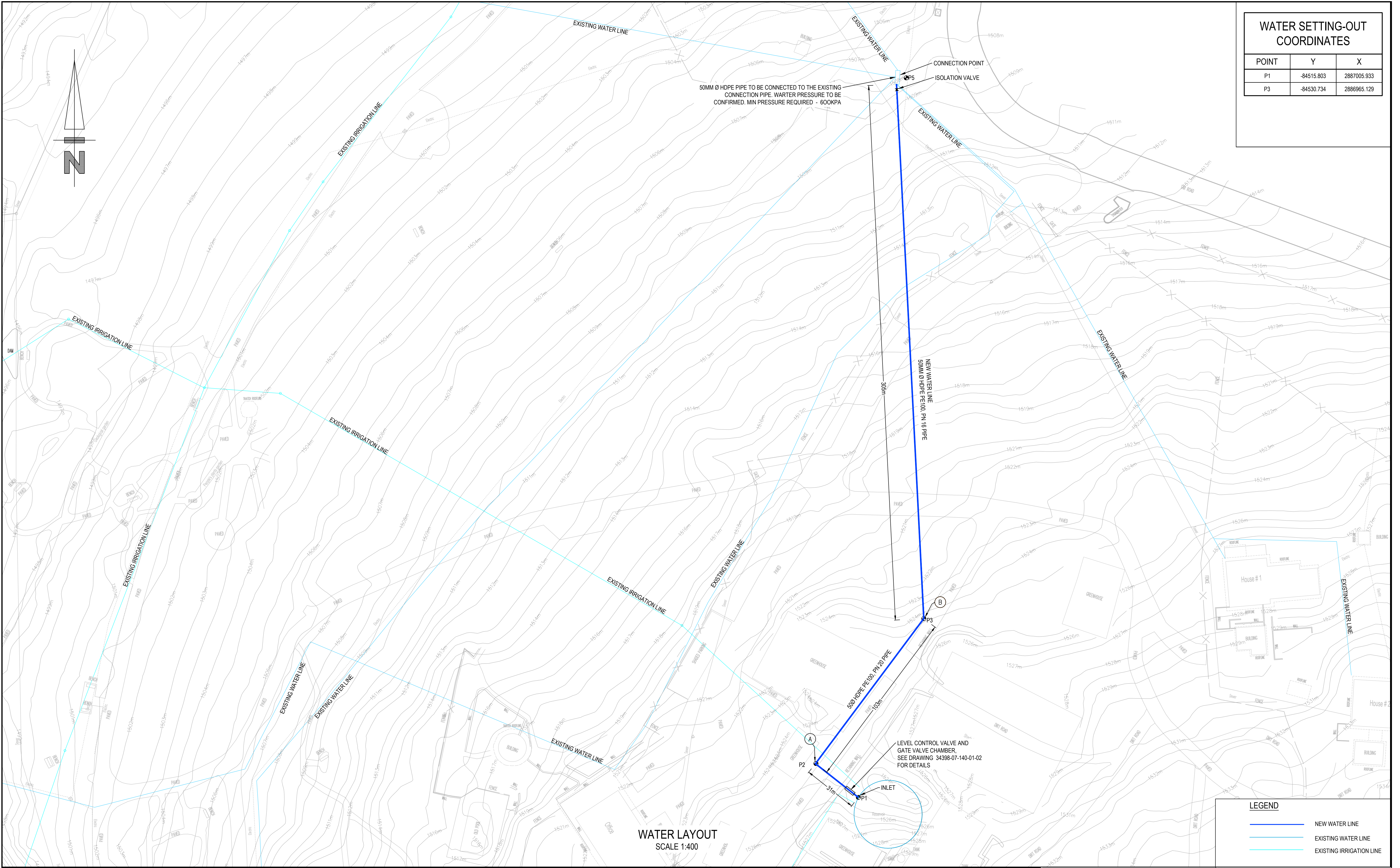
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PROJECT NUMBER  
**1901**

DRAWING NUMBER  
**LPD\_1901-CS1000**



REVISION  
**00**





WATER SETTING-OUT COORDINATES		
POINT	Y	X
P1	-84515.803	2887005.933
P3	-84530.734	2886965.129

LEGEND	
	NEW WATER LINE
	EXISTING WATER LINE
	EXISTING IRRIGATION LINE

DO NOT SCALE DRAWING IF IN DOUBT, REFER TO DRAWING OFFICE	CLIENT PLAN NUMBER		APPROVED BY COUNCIL / CLIENT		DATE	INITIAL	CODE	REVISION DESCRIPTION	CLIENT	<div> South African National Biodiversity Institute</div> <div> BVI Consulting Engineers Gauteng PTY ( Ltd ) <small>Registration no. 1996/0032897</small></div> <div><small>Visit or contact us online at <a href="http://www.bvigroup.co.za">www.bvigroup.co.za</a></small></div> <div><small>PROVINCE OFFICE Gauteng Pretoria +27 12 940 1111 <a href="mailto:pta@bvigp.co.za">pta@bvigp.co.za</a></small></div>	PROJECT		APPROVED BY BVI			
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## **Appendix B: Health and Safety Specification**



# Health and Safety Specification

Revision-01/2023.02.01

**SPECIFICATION FOR OCCUPATIONAL HEALTH & SAFETY  
AS REQUIRED BY THE CONSTRUCTION REGULATIONS 2014  
PROMULGATED UNDER  
THE OCCUPATION HEALTH AND SAFETY ACT (85 of 1993)**

**for**

**Client:**

**SOUTH AFRICAN NATIONAL BIODIVERSITY  
INSTITUTE**

**Project:**

**SANBI: THE REFURBISHMENT OF THE RESTAURANT AND UPGRADING OF  
THE WATER SUPPLY FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY  
INSTITUTE (SANBI) AT THE WALTER SISULU BOTANICAL GARDENS,  
ROODEPOORT**

<b>Occupational Health and Safety Act, 85 of 1993 Construction Regulation 5(1)(b): Health and Safety Specification</b>
<p><b>Health and Safety Specification</b> means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working on and exposed to the associated works.</p> <p><b>Note:</b> C3.3.2.1 Health and Safety Specification This is a revised health and safety specification for construction.</p>
<p><b>Health and Safety Specification Developed by:</b> South African National Biodiversity Institute OHS Department</p> <p><b>Health and Safety Specification Reviewed and Revised by:</b> Mongezi Kubukeli CHSM (SACPCMP) Senior SHERQ Consultant Mobile: 073-963-7382 Email: <a href="mailto:mongezik@ncc-group.co.za">mongezik@ncc-group.co.za</a> On behalf of NCC Environmental Services (Pty)Ltd</p>

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## 1. Scope

This health and safety specification establishes the overarching framework within which a contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

### Note:

- This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.
- The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

## 2. Definitions

**Act:** The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

**Client:** For the purpose of this specification the client is South African National Biodiversity Institute (SANBI).

**Employer:** person or organisation that enters into a contract with the contractor for the provision of the works covered by the contract, in this instance, **SANBI**

**Client's Health and Safety Agent:** the person appointed as agent by the client or clients principals agent in terms of Regulation 5(5) of the Construction Regulations and named in the contract data as being the employer's agent responsible for health and safety matters, in this instance, NCC Environmental Services (Pty) Ltd, Health & Safety Business Unit, hereinafter referred to as **NCC Health & Safety**.

**Competent person:** any person having the knowledge, training, and experience specific to the work or task being performed.

**Principal contractor:** A principal contractor is the contractor with control over the construction phase of a project involving more than one contractor. They are appointed in writing by the client to plan, manage, monitor and coordinate construction activities including health and safety during this phase.

**Ergonomics:** the application of scientific information concerning humans to the design of objects, systems, and the environment for human use in order to optimize human well-being and overall system performance.

**Hazard:** a source of or exposure to danger.

**Incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed.
- a major incident occurred; or
- the health or safety of any person was endangered and where-
  - a dangerous substance was spilled;
  - the uncontrolled release of any substance under pressure took place;
  - machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control.

**Health and safety plan:** a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**Health and safety specification:** a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**Inspector:** a person designated as such under section 28 of the Act.

**Major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

**Reasonably practicable:** practicable having regard to:

- the severity and scope of the hazard or risk concerned;
- the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- the availability and suitability of means to remove or mitigate that hazard or risk; and
- the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**Risk:** the probability that injury or damage will occur.

**Safe:** free from any hazard.

**Scaffold:** any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both.

**Specification data:** data, provisions and variations that make this specification applicable to a particular contract.

**Structure:**

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more f) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and g) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

**Substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**Suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

### 3. Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

## 4. Requirements

### 4.1 General requirements

4.1.1 The contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.

4.1.2 The contractor shall with respect to the site and the engineering and construction works that are contemplated:

- Identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

- 4.1.3 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.
- 4.1.4 The contractor shall ensure that all employees under his or her control are:
- 4.1.5 The contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 4.1.6 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
- undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
  - is provided with the necessary personal protective equipment.
- 4.1.7 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- 4.1.8 The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

## **4.2 Health and safety representatives**

- 4.2.1 The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:
- review the effectiveness of health and safety measures;
  - identify potential hazards and potential major incidents;
  - in collaboration with his employer, examine the causes of incidents;
  - investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
  - make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
  - inspect the site with a view to the health and safety of employees, at regular intervals;
  - participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
  - participate in any internal and client health or safety audits.
- 4.2.2 The contractor shall inform the relevant safety representative:
- beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
  - as soon as reasonably practicable of the occurrence of an incident on the site.
- 4.2.3 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:
- make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
  - discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.
- 4.2.4 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

## 4.3 Management and Supervision of Construction Work

### 4.3.1 Overall supervision and responsibility for OH&S:

- The Principal Contractor is to ensure that the contractors appointed in terms of Construction Regulation 7(1)(c)(v), implement, and maintain the agreed, approved OH&S plan. **The Principal Contractor will take full responsibility for the health and safety of all appointed sub-contractors on the project. The Principal Contractor is to ensure that all health and safety legal documentation of all contractors is compliant to the OHS Act of 1993, Construction Regulations of 2014 and the Client's Safety Specification. The Principal Contractor shall further ensure that all legal documentation of all contractors and direct contractors are maintained and kept up to date for the duration of the project.**
- The Chief Executive Officer of the Contractor, in terms of 16(1) of the Act, is to ensure that the Employer (as defined in the Act) complies with the Act. A Legal Compliance Audit shall be conducted by **NCC Health & Safety** for this purpose.

It is a requirement of **the Client**, that when he appoints a Contractor in terms of Construction Regulations 5(1)(k), he includes an OHS Act Section 37(2) agreement 'Agreement with Mandatory' in his agreement with such Contractors. In addition, in order to ensure that the correct structure and related responsibilities are addressed, all the required statutory appointments will be established.

### OH&S Specific Supervision Responsibilities:

The following legal appointments **must** be in place for the project from the Principal Contractor:

Legal Reference	Appointment	Requirement
OHS Act	16.1	MD/CEO – Board Resolution
OHS Act	16.2	Project/Contracts Manager
Construction Regulation	8.1	Competent Construction Manager
Construction Regulation	8.1(a)	Competent Alternate Construction Manager
Construction Regulation	8.5	Competent Construction H&S Officer <b>Night shift – Full-Time</b> <b>Day shift – Part-Time</b>
Construction Regulation	9.1	Competent Risk Assessor
Construction Regulation	10.1	Competent Fall Protection Plan Developer
Construction Regulation	28(a)	Competent Stacking and Storage Supervisor
Construction Regulation	29(h)	Competent Fire Fighting Equipment Inspector
General Administrative Regulation	9(2)	Competent Incident Investigator
General Safety Regulation	3	Competent First Aider – Level 2 (Night shift) & Level 1 (Day shift) Will be always required by the Principal Contractor whether they have less than 10 employees on site
OHS Act	18	At least two committee members should be designated from the Principal Contractor

The following legal appointments may become applicable should the Principal Contractor or Construction Health and safety Agent deem it necessary or the legal requirement has made it applicable:

Legal Reference	Appointment	Requirement
OHS Act	17	Competent Health & Safety Representative
Construction Regulation	8.2	Competent Assistant Construction Manager If Principal Contractor decides to divide the project into areas, these will need to be managed by separate construction managers
Construction Regulation	8.7	Construction Supervisors Will be responsible for a specific scope of work/trade
Construction Regulation	8.8	Assistant Construction Supervisors Will assist the Construction Supervisors with a specific scope of work/trade
Construction Regulation	16(1)	Competent Scaffold Supervisor – oversee all scaffold work on site for the Principal Contractor SANS 10085-1:2004 also refers here

Construction Regulation	19(8)(a)	Competent Material Hoist Inspector – oversee the operations and inspections of a material hoist
Construction Regulation	21(g)(i) &(ii)	Competent Explosive Actuated Fastening Device (EAFD) controller – control the issue and return of all equipment and fastening mediums for EAFD's
Construction Regulation	24(d)	Competent Temporary Electrical Installation Inspector – where temporary connections or DB's are used/installed
SANS 10085-1:2004	Scaffold Erector, Inspector and Supervisor	Competent persons to be appointed to manage and control all scaffold on the project

4.3.2 Taking into consideration the nature of the work to be performed, the specific identified high-risk activities and the existing working environment, the following requirements must be complied to by the contractor:

- Construction Manager (Full Time)
  - Experience and project CV detailing years worked in construction and projects of a similar nature to this.
  - Legal liability training
  - Diploma or Degree in Construction, Building Management or similar as deemed appropriate by the PA.
- Construction Safety Officer (Part Time)
  - Registered as CHSO or higher (***Can CHSO, Can CHSM may be accepted for lead role. However, terms and conditions will apply\****)
  - Fulltime on site
  - Experience CV detailing projects worked on of a similar nature must be provided to the OHS Agent for approval.
- Risk Assessor:
  - HIRA Certificate issued in accordance with SAQA unit standard 120330
  - Experience CV detailing projects worked on of a similar nature
- Fall Protection Plan Developer:
  - Fall Protection Plan Developer certificate formal training course to SAQA unit standard 229994
- Incident Investigator:
  - Formal training course to SAQA unit standard 259617 or 120335
- Fire Fighting and Emergency Preparedness:
  - Attendance of a course on fire fighting

## 4.4 Hazard Identification and Risk assessment

4.4.1 The contractor performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- identify the risks and hazards to which persons may be exposed to.
- analyse and evaluate the identified risks and hazards.
- document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- provide a monitoring plan; and
- provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

- Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

- Identify who may be harmed and how by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.
  - Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).
  - Record the findings by writing down the findings of the risk assessment.
- 4.4.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- 4.4.3 The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.
- 4.4.4 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:
- all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings.
  - no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder.
  - notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings.
  - fall prevention and fall arrest equipment is:
  - suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
  - fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
  - suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- 4.4.5 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:
- The roof work has been properly planned.
  - The roof erectors are competent to carry out the work.
  - no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees.
  - Prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists.
  - the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering.
  - suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
  - there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material, or equipment.
- 4.4.6 The contractor shall ensure that:



- All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work.
- No structure or part of a structure is loaded in a manner which would render it unsafe; and
- Specification data prepared by the designer of the structure is taken into account in the risk assessment.

Note: The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

## 4.5 Health and safety plan

- 4.5.1 A site-specific documented health and safety plan detailing the overarching procedures that shall be adhered to in order to identify and mitigate hazards, manage all accidents and incidents at the workplace and describe communication to all affected and interested parties.
- 4.5.2 The plan shall be developed by the principal contractor and contractor in accordance to the requirements as detailed in this health and safety specification.
- 4.5.3 The principal contractor shall submit the health and safety plan to the appointed Health and Safety Agent for review and approval prior the commencement of any activities on site.
- 4.5.4 The plan shall, as a minimum, comply with the following requirements:
  - Scope and brief of the works to be completed
  - Process and procedure for the appointment of various roles for the project
  - Process and procedure for identifying and verifying the competency of those appointed to the project
  - Provide a documented procedure of identifying, evaluating, prioritizing, and managing/controlling hazards according to risk profile, which must include all mobilization and site set up activities as per the Baseline Risk Assessment. Including safe working procedures, job observations, PPE surveys and training
  - Process and procedure for the identification of all work at height risks, and the development of a documented fall protection plan and training thereof.
  - Process and procedure for identifying the training needs for employees on the project and the resulting training (incl. fall protection, risk assessment training, etc.)
  - Process and procedure for managing and evaluating emergencies for the project. This must take into consideration the integration and impact on the hotel's emergency procedures
  - Process and procedure for dealing with first aid, medical and lost time injuries as well as the reporting thereof
  - Process and procedure for the identification of Resources/ Equipment required for the project, including human resources
  - Process and procedure for operational control and maintenance of equipment & machinery used on the project. This must include the process for dealing with equipment/machinery that deviates from the norm.
  - Process and procedure for control of contractors appointed by the principal contractor for the project, must include vetting of contractors prior to access to the project
  - Process and procedure for induction of all employees, contractors, and visitors to the project
  - Process and procedure for the control of change management and its impact on the project Process and procedure for closing out, consolidating, and handing over of H&S information to the client/client H&S agent
  - Must be reviewed and updated by the principal contractor as work progresses.

## 4.6 Subcontractors

- 4.6.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the subcontractor shall:
- shall co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
  - as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- 4.6.2 The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.
- 4.6.3 The contractor shall take reasonable steps as are necessary to ensure:
- co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and
  - that each sub-contractor's health and safety plan is implemented.
- 4.6.4 The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.
- 4.6.5 The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- 4.6.6 The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the subcontractor to execute the work safely.
- 4.6.7 The contractor shall ensure that:
- every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
  - potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
  - every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.
- 4.6.8 The contractor shall receive, discuss, and approve health and safety plans submitted by subcontractors.
- 4.6.9 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.6.10 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.6.11 The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:
- informed, instructed, and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
  - issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

## 4.7 Accident and incident recording, reporting and investigation

- 4.7.1 **Accident and Incident Recording:** The Principal Contractor shall open and maintain an Accident and Incident Register for the duration of the project, in which the contractor shall record all accidents and incidents.
- This register shall be structured to identify accident and incident trends by recording the type and location of injury and the cause of injury.

4.7.2 **Reportable incidents:** Referencing Section 24 of the OHS Act and General Administrative Regulation 8, the contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she is employee OR WHERE,
- A major incident occurred
- The health of safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured, or failed resulting in flying, falling or uncontrolled moving object
- Machinery ran out of control
- The contractor shall also report instances where a person who works or visited the site contracted the Covid-19 virus

Where any of the abovementioned reportable incidents has occurred, the Contractor shall report to **the Client, NCC Health & Safety** and the Provincial Director of the Department of Employment & Labour immediately by telephone and fax or email.

The Contractor is required to provide **the Client** and **NCC Health & Safety** with copies of all statutory reports required in terms of the OHS Act within 7 days of the incident occurring.

The Contractor is required to provide **the Client** and **NCC Health & Safety** with copies of ALL internal and external accident/incident investigation reports including the reports contemplated above and below, within 7 days of the incident occurring.

**Accident and Incident Investigation:** Referencing General Administrative Regulation 9, the Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees are injured to the extent that they must be referred for medical treatment by a doctor, hospital, or clinic. Results of such investigations are to be entered into the Accident/Incident register mentioned above.

The contractor is responsible for the investigation of all major and non-injury incidents as described in Section 24(1)(b), (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The contractor is required to investigate and record all high potential near miss incidents in order to implement proactive preventative measures.

The Contractor in conjunction with the Site Manager is responsible for the investigation of all construction related road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

**The Client** and **NCC Health & Safety**, reserve the right to hold its own investigation into any incident or to call for an independent external investigation as deemed necessary. All minor incidents and accidents are to be reported on a weekly basis to **NCC Health & Safety**.

## 4.8 Notification of construction work

The Principal Contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, prior to commencing any work on site, notify the Department of Labour of the intention to carry out construction work and proof of such notification retained on site in the OH&S file. A copy of the Notification of Construction as well as proof of submission must be forwarded to **NCC Health & Safety** for record keeping purposes. Annexure 2 in the Construction Regulations to be referenced for this purpose. When changes in the appointments structures occur, the Department of labour must be notified, and proof of communication must be retained.

## 4.9 Health & safety file

4.9.1 Prior to commencement of works (inclusive of site establishment) the principal contractor will be required to supply the following documentation to the Client's Health & Safety agent, for approval and verification.

- Site and project specific Health & Safety Plan
- Site and project specific Fall Protection Plan
- Site and project specific Waste management plan
- Valid Letter of Good Standing (FEM, WCA or RMA) for workmen's compensation
- Proof of sufficient public liability insurance
- Notification of Construction work
- Management appointments and management organogram for the project
- Risk Management procedure (may include Environmental and Quality risk management)
- Site and project specific Baseline Risk Assessment and initial risk assessments
- Method of works i.e., Site establishment
- Appointments with proof of competency (where required)

4.9.2 **Upon approval, the principal contractor shall be required to maintain the safety file on site inclusive of the below listed requirements (this list is not exhaustive):**

- Copy of the OHS Act and relevant Regulations
- Company policies
- Site specific rules
- Incident and Accident Management procedure
- Specialized plans i.e., Asbestos removal (If applicable)
- Non-conformance/compliance procedure
- Permit system and management procedures
- Emergency plan and telephone numbers,
- H&S induction records (including visitor inductions)
- H&S information session records (toolbox talks)
- Inspection registers – various project-specific planned maintenance inspections, load test certificates, service records, etc.,
- Injury and incident investigation reports and first aid dressing book
- Safety officer inspection reports – at least weekly hazard survey finding reports,
- Planned Task Observations (PTO's)
- Audit reports – monthly audits on Contractor(s),
- Contractor H&S Plan assessments and approvals,
- Material safety data sheets – HAZCHEM,
- PPE issue records,
- Health & safety meeting minutes and attendance registers,
- Certified medical assessment certificates including annexure 3,
- Disciplinary records and unsafe act/condition warning notices issued.

Ensuring compliance with Construction Regulation 7(1)(b) It is the responsibility of the principal contractor to open and **keep on site** a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent, or a contractor

## 4.10 Audits, inspections, and reporting of corrective actions

4.10.1 **Monthly audit by Client: NCC Health & Safety** will conduct a monthly health and safety audit and document verification to comply with the requirements of Construction Regulation 5(1)(o), to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S

Plan. Written proof of rectification in instances of non-compliance is to be issued to NCC Health & Safety

A senior representative of the Contractor must accompany **NCC Health & Safety** on all Audits and Inspections and may conduct his/her own audit inspection at the same time.

- 4.10.2 **Other Required Audits and Inspections by NCC Health & Safety:** Where the Principal Contractor as appointed in terms of Construction Regulation 5(1)(k) elects to appoint a contractor/sub-contractor in terms of Construction Regulation 7(1)(c)(v), the Principal Contractor shall conduct monthly health and safety audits and document verification of the sub-contractor's health and safety system and health and safety file as required by Construction Regulation 7(1)(c)(vii) and the Client or NCC Health & Safety reserves the right to conduct detailed verification audits and inspections to verify their compliance to the OH&S Plan, OHS Act and regulations. (Refer Sec. 8.4.2. above).
- 4.10.3 **Contractor's Audits and Inspections:** The Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as with this specification and is further required to conduct monthly audits of each of his sub-contractors to verify compliance with their OH&S Plans as well as with this specification and retain documented proof thereof. Such audit reports must be made available to NCC Health & Safety upon request. Audit scores and major findings to be communicated to the Client & NCC Health and Safety during site meetings.
- 4.10.4 **Inspections by OH&S Representatives and other Appointees:** The Principal Contractor's OH&S Representatives are to conduct monthly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments.
- 4.10.5 **Recording and Review of Inspection Results:** Individual Contractors shall be responsible to ensure that all the results of abovementioned inspections are recorded in writing, reviewed at OH&S meetings, endorsed by the chairman of the meeting, and placed on the OH&S file.
- 4.10.6 **Reporting of Inspection Results:** The Principal Contractor shall be required to provide NCC Health & Safety with the documented findings of the contractor's inspections as well as any remedial actions implemented, in a concise monthly report.

## 4.11 Emergency Preparedness and Response

- 4.11.1 The Principal Contractor must develop a site emergency preparedness and response plan which must include response measures for Covid-19, accompanied by a site layout, detailing the appropriate appointments for the firefighting team, bulk first aid, sanitizing stations and the emergency coordination team. In addition to which, emergency escape routes throughout the site and emergency assembly points are to be identified and depicted by the use of appropriate symbolic signage.
- 4.11.2 The emergency preparedness and response plan must be approved by **NCC Health & Safety** in consultation with the Principal Contractor. Instances where the client has existing emergency plans in place, the Principal Contractor's emergency preparedness and response plan must be aligned with the existing client emergency plan. Should the early warning fire alarm system not be integrated alternate adequate means of notification must be implemented i.e. Sirens, each zone/area must by definition be accommodated in the site evacuation plan. (Refer to Environmental Regulation 9 and Construction Regulation 29).
- 4.11.3 The Site Manager shall conduct regular **emergency identification inspections** and establish what emergencies could potentially develop. He/she must then develop a detailed contingency plan and emergency procedure, taking into account any emergency plans that may already be in place. Such inspections and revision of the contingency plan and emergency procedures shall be conducted as the project progresses and the construction site changes.
- 4.11.4 The Principal Contractor shall conduct emergency drills at least quarterly to test their efficiency and to familiarise employees with them. Records of such drills will be kept in writing on the OH&S file.
- 4.11.5 The Principal Contractor and each sub-contractor shall appoint a competent person to act as their Emergency Controller/Coordinator, supported by an appointed team of first aiders/ fire fighters / marshals.

- 4.11.6 A site-specific contact list of all **emergency service providers** (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and readily available to site personnel. Emergency contact lists are to be prominently displayed in the site office laydown area. An emergency situation, which is likely to require outside emergency assistance, may attract mass circulation, written media or electronic media attention and be harmful to **the Client's** reputation. No person may comment on any incidents on site without prior approval from **the Client**.

#### **4.12 First Aid**

- 4.12.1 The Principal Contractor must provide First Aid equipment and if necessary a stretcher and have as a minimum one qualified, full time, First Aider/s and further required as per General Safety Regulation 3 of the OHS Act.
- 4.12.2 The Contingency Plan of the Contractor must include the arrangements for speedily and promptly transporting injured/ill person/s to a medical facility or of securing emergency medical aid to person/s that may require it.
- 4.12.3 All contractors on site shall wherever possible assist other contractor's injured employees as the need arises.

#### **4.13 Alcohol and Drugs**

- 4.13.1 Referencing General Safety Regulation 2A, Contractors shall develop a Drug and Alcohol Policy and communicate such policy to their employees and sub-contractors, proof of such policy and communication to be retained in the health and safety file.
- 4.13.2 No alcohol and drugs will be allowed on site. No person may be under the influence of alcohol or any drug or have in his/her possession any alcohol or drug while on the construction site. Any person appearing to be under the influence of alcohol or any drug shall not be permitted to remain on site or be granted entry onto the site.
- 4.13.3 Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition requiring medication that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior.
- 4.13.4 Any person suspected of being under the influence of alcohol or other drugs shall be removed from site and sent home immediately.

#### **4.14 Demolition**

- 4.14.1 All demolition work shall be done with close reference to the requirements of Construction Regulation 14 and all necessary precautionary measures as outlined in CR 14 to safeguard persons from controlled and uncontrolled collapse of the structure and fall of material from demolition and/or disposal of material shall be stringently applied.
- 4.14.2 A detailed structural engineering survey of the structure to be demolished shall be carried out and a method statement for the procedure to be followed for the demolition of the structure or part thereof, to be developed by a competent person, prior to any demolition work commencing.
- 4.14.3 A detailed Risk Assessment shall be compiled from the Method Statement and reviewed by **NCC Health & Safety**, prior to the commencement of any demolition work.
- 4.14.4 Demolition work shall only be carried out under the constant supervision of a competent person who has been appointed in writing.
- 4.14.5 As the demolition progresses, the integrity of the structure shall be checked at intervals as determined in the method statement, by the appointed competent person, in order to prevent any premature and/or unplanned collapse.
- 4.14.6 Steps shall be taken to ensure that where a structure is being demolished, no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe. It is a prerequisite that the floor and roof load bearing capacity be established prior to any storage or

accumulation of tools and equipment, building rubble and materials. **The established load capacity may under no circumstances be exceeded.**

## **4.15 Excavations**

- 4..15.15 All excavation and piling operations shall be conducted with close reference and compliance to Construction Regulation 13 and the recommendations contained in the geotechnical report. Where excavations will exceed 1m in depth, the Contractor will be required to submit a Method Statement and Risk Assessment to **the Client** and **NCC Health & Safety** for approval prior to commencing with piling and excavation, and **the Client/Client's Principal Agent** will issue a permit to proceed once the Risk Assessment and Method Statement are approved.
- 4..15.16 Every excavation must be provided with a safe means of access and egress that must be within 6 metres of any worker within the excavation and extend a minimum of 900mm above the ground. Upon entering any excavation deeper than 1.8m the precautionary measures contained in General Safety Regulation 5 – Work in confined spaces must be observed and complied with at all times.
- 4..15.17 Warning signage to that effect is to be prominently displayed next to any excavations within which or where persons are working or carrying out inspections or tests. Where such excavations in which persons are working are in proximity to construction vehicle and mobile plant thoroughfares, demarcation shall be placed at least 1m away from the edges of such excavation to ensure that no vehicle or plant moves near the edge of such excavation and may cause its collapse.
- 4..15.18 The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe before workers enter the excavation.
- 4..15.19 Where excavations are done in close proximity to any existing structure and, where the foundations of said buildings will be exposed, the Contractor shall ensure that the stability of the structures is not affected, by installing adequate support measures to the structures and sufficient shoring of such excavations.
- 4..15.20 The contractor shall ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and endanger the safety of persons. Where excavations are in proximity to construction vehicle roadways, the contractor shall make provision for the erecting of barricading at a distance from the edge of the excavation that will ensure the stability of such excavations is not compromised.
- 4..15.21 Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
- Daily before work commences and before every shift
  - After every blasting operation
  - After an unexpected collapse of the excavation
  - After substantial damage to any supports or after rain, high winds or any other adverse weather condition.

The results of all inspections must be recorded in a register kept on site.

## **4.16 Working in elevated positions**

### **4.16.1 Fall protection Planning**

Referencing Construction Regulation 10 and General Safety Regulation 6, a pre-emptive Risk Assessment and Fall Protection Plan will be required for any work to be carried out above two metres from the ground or any floor level, such work being classified as Work in Elevated Positions/Working at Height. The fall protection plan shall contain all the requirements of Construction Regulation 10(2) and in addition a procedure addressing the review of the fall protection plan and a documented disciplinary process for non-compliance to the fall protection plan. Employees working in elevated positions must be trained to do this safely and without risk. It will be required that all employees will undergo a basic working

at heights training programme aligned to US 229998 before they will be allowed to commence work. Proof of training must be maintained on the contractors site safety file.

The Principal Contractor's fall protection plan must detail the following safety measures: Protection of decking edges; finished floor slab edges; stairways; floor penetrations; lift shafts; and all other openings and areas from where a person may fall.

The Principal Contractor and contractors' fall protection plans must include the strategies for management of edge protection and penetrations.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a **double lanyard, full body harness with shock absorbers** that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge. Where work is conducted in close proximity to edges, work positioning belts/lanyards shall be utilised to prevent persons from falling.

#### **4.16.2 Medical Fitness**

Medical certificates of fitness for all employees working in elevated positions must be available on site. All medical certificates must be issued by a registered Occupational Health Practitioner. In addition, every employee working in elevated positions shall complete an assessment questionnaire to ascertain their physical and psychological suitability to work at heights.

#### **4.16.3 Roof Work**

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed to support the roof structure.

The Risk Assessments shall place specific emphasis on the placing and handling of roofing materials such as Inverted Box Rib Sheeting (IBR sheeting) or similar materials, (including contingency safety measures), which when exposed to windy conditions represent a serious safety hazard.

#### **4.16.4 Lifelines**

All lifelines and secure/anchor points must be designed and signed off by a competent appointed person or Design Engineer. Anchors must comply with SANS 50795:1996, in particular: "Anchors must comply with SANS 50795:1996

Persons that select, install and test anchors classified as "basic anchors" must be competent to perform that work. {Basic anchors are limited to class "A1" anchors as defined in SANS50795:1996 set into not less than C20/25 quality concrete}."

Lifelines, fall arrest equipment and fall prevention equipment must have a SWL displayed and the SWL certificate must be kept on site. All fall arrest and fall prevention equipment shall be subject to inspections and tests as required by the Regulations and SANS standards and records of such inspections and tests kept in the site health and safety file.

#### **4.16.5 Edge Protection and barricading**

Referencing the requirements and provisions of Construction Regulation 10, the Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. All temporary guarding and edge protection shall be of sufficient, height, strength, and stability to prevent the fall of persons.



The Contractor has the following options when contemplating the protection of openings, slabs, and edges:

- A physical barrier at the edge of the opening/slab, which must be of sufficient strength to support the weight of a person in the event of a fall (wire and/or orange netting will not be deemed sufficient fall prevention).
- External façade scaffold complete with a fully boarded platform at the same level as the slab with a handrail and knee rail.
- A visual barrier in the form of orange webbing, at a distance of at least 1.5 metres from the actual edge of such slab, opening.

Regardless of the edge protection provided, any employee working in proximity to edges or openings shall attach a double shock absorbing lanyard full body harness to a stable structure, able to support the weight of the employee and any equipment he may be working with in the event of a fall.

Should none of the above be achieved, as a last resort, the Contractor must endeavour to gain exemption from Construction Regulation 10(4)(a), as contained in Section 40 of the OHS Act and obtainable in writing from the Department of Labour.

**Site management team will need to undertake daily inspections of all areas to ensure that drop-off edges and openings are guarded and protected adequately. Such inspections must be logged on an inspection register(s). The formwork contractor must do the same in areas under its control.**

#### **4.16.6 Scaffolding**

Broadly speaking, scaffolding is considered as a structure whereas mobile access towers is deemed to be equipment used by trained individuals for the purpose of gaining access to elevated work positions to carry out light-duty, short duration maintenance type of activities.

If steel scaffolding is to be erected on any premises for the purpose of carrying out "alterations, renovations, repairs, demolition or dismantling of or addition to a building or any similar structure" {see full definition of construction work in Construction Regulations 2014} then such scaffolding must comply with both Regulations 12 and 16.

Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085-1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding".

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person, who has been appointed in writing.

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of each scaffolding structures must be recorded and kept up to date on the applicable scaffold inspection register.

Tags/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. These tags will reflect either 'Safe to use' or 'Scaffold not Safe' on both sides of the tag/sign, to avoid confusion regarding the status of the scaffolding structure. Scaffolding with no tags attached will be deemed to be non-compliant.

On completion of the erection of scaffolding, the appointed scaffold inspector will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. In the event that the scaffolding is erected by a supplier, the supplier will then issue a handover certificate to the Contractor as the user of the scaffolding. Drawings, design and specifications shall be signed by a registered professional engineer.

The completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e., a hoist or advertising banners be

added to the scaffold at a later stage, the professional engineer must approve the modification.

#### **4.16.7 Ladder Work**

Referencing General Safety Regulation 13A, The Principal Contractor must ensure that all ladders are fit for purpose, compliant to the requirements as set out in the regulation, are noted on a register, are visually inspected daily prior to use, with monthly checklists maintained and kept up to date.

All extension ladders are to be maintained in good safe working order; the correct height for the task being performed; extend at least 900mm above the landing being accessed; fastened and secured against any movement and placed at a safe angle.

Stepladders are to be maintained in a good state of repair, safe for use, must be the correct height for the task and the top two rungs may not be used. All spreaders and locking devices provided for safety are to be in place, undamaged and maintained in good working order.

Records of inspections must be kept in a register on site. Contractors using their own ladders shall comply with the provisions of General Safety Regulation 13A.

#### **4.16.8 Security and access control**

Referencing General Safety Regulation 2C and Construction Regulation 27, the Principal Contractor will develop and establish an Access Management Plan outlining the procedures to be taken to prevent unauthorised access to site and site access rules and shall further ensure that the access management plan is effectively implemented and maintained throughout the construction period.

The site shall be adequately protected on all sides by means of 90mm Thick dust proof drywall hoarding 2500mm high formed of 63,5mm studs covered on one side with 12,7mm gypsum board panels and finished with two coats interior quality PVA emulsion paint unauthorised access to the construction activities by the public; **these requirements may be discussed and agreed upon with the PA and client agent.**

The site office and laydown area shall be adequately hoarded with a controlled access point and any additional gates where no access control measures are in place are to be kept locked at all times. In the event that a portion of the hoarding is temporarily removed, or an access gate is unlocked for temporary access, for whatever reason, the Contractor shall ensure that suitable access control is maintained at such opening by deploying security/authorised personnel, pending the closure/locking of such temporary access area. The hoarding shall be maintained and kept in good condition for the duration of the project. The access management plan is to make provision that non-employees will not be allowed on site unaccompanied and without good reason and provision shall be made for the induction of visitors to the site.

The Principal Contractor or Site Manager shall develop a set of Site Security Rules and Procedures and maintain these throughout the construction period.

#### **4.16.9 Public Health and Safety**

Referencing OHS Act Section 9, all Contractors will be responsible for ensuring that all non-employees, consulting team members and their visitors, all visitors and all **Client** employees who wish to gain entry onto site in addition to all non-employees working on this project and are affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

Examples of non-employees are: non-employees entering the site for whatever reason, the surrounding community, passers-by to the site (pedestrians and road users) and the general public.

Appropriate signage warning of construction related hazards must be posted in prominent positions in and around the construction site and all employees on site must be instructed to ensure that non-employees are protected at all times.

The construction site area shall be fenced as a minimum with a diamond mesh fence of at least 2.1 meters in height. The contractor will ensure that all access to the construction area is controlled and enforced.

All non-employees on **entering** the site must receive induction on the hazards and risks and the control measures to mitigate these, and shall be accompanied to the site office by a person designated thereto.

Adequate dust suppression measures must be implemented to minimise the exposure of the surrounding community and general public to excessive levels of airborne dust.

All truck loads must be covered or adequately secured to prevent the fall of material onto public roads.

**The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants as this is a live site and or environment.**

## 5. Acknowledgement of Receipt

I/We \_\_\_\_\_  
(Representing the Principal Contractor/Contractor)

have familiarised myself with the contents of the Health and Safety Specification and shall ensure that the Contractor and all its employees comply with all obligations/requirements in respect hereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date