



SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: SANBI: G561/2025

APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON

PROCUREMENT DOCUMENT

November 2025

Issued by:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184
Gauteng

Contact:

Supply Chain Management

E-mail: sanbi.tenders@sanbi.org.za

Name of tenderer:

Address:

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

Email:

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PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.
CONTRACT NO:	SANBI: G561/2025

Advertising date:	07 November 2025	Closing date:	28 November 2025
Closing time:	11:00	Validity period:	90 days

T1.1 Tender Notice and Invitation to Tender

- It is estimated that tenderers should have a **CIDB contractor grading of 4GB or higher**.
- Tender documents will be available as from 07 November 2025 and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

A **compulsory** site briefing session will take place on site on **18 November 2025** starting from 10:00 at the New Visitor's Centre at Kwelera National Botanical Garden, East London. 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
 Cut-off date for enquiries: **21 November 2025**

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

SANBI Representative (Technical Queries Only)	Mr. M Maite m.maite@sanbi.org.za
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of Tenders is **11:00** on **28 November 2025**

The Tenders will **NOT** be opened in public (please note that the two-envelope system is being followed). Requirements for sealing, addressing, delivery, opening, and assessment of Tenders are stated in the Tender Data.

PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.
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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).

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.

Clause number	Tender Data
C.1.1.1	<p>The Employer is: South African National Biodiversity Institute (SANBI):</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Pretoria National Botanical Garden 2 Cussonia Avenue, Biodiversity Centre 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>PART T: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable documents/schedules</p> <p>PART C: THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health & Safety Agreement 37(2) Part C2: Pricing Data C2.1 - Pricing Instructions C2.2 - Bill of Quantities Part C3: Scope of Works C3.1 - Description of the works C3.2 - Construction</p>

Clause number	Tender Data
	<p>Part C4: Site Information C4.1 - Site location</p> <p>Annexures Annexure A – Health & Safety Specifications Annexure B - Drawings</p>
C.1.6.1	Contract will be awarded to the tenderer who achieved highest number of evaluation points.
C.1.6.2	A competitive negotiation procedure will not be followed.
C.1.6.3	A two stage-system will be followed.
C.2.1	<p>Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further.</p> <p>(a) CIBD registration Only those tenderers who are registered with the CIBD, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4GB or higher 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"> 1. every member of the joint venture is registered with the CIBD; 2. the lead partner has a contractor grading designation in the 4GB or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list</p>
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.12	<p>Replace contents</p> <p>Alternative offers will not be permitted</p>
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	<p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p> <p>Two (2) original documents marked Original Document A “FINANCIAL ENVELOPE and Original Document B “TECHNICAL ENVELOPE”.</p> <p>Original Document A “FINANCIAL ENVELOPE”: pack of original documents with pricing included e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows.</p> <p>“Original Document B “TECHNICAL ENVELOPE”: pack of original documents excluding pricing e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows and a USB with a copy of “Original Document B” TECHNICAL ENVELOPE excluding pricing e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows.</p> <p>Financial or pricing details should ONLY be included in the printed document pack marked ‘ORIGINAL Document A’, and not in the Original Document B or the PDF file(s) of the document(s) on the USB.</p>

Clause number	Tender Data
	<p>NB: Failure to submit in the prescribed manner WILL lead to the bid being disqualified. The Service Provider is to ensure that the provided USB includes the proposal, is readable and is not corrupt. Failure to comply will lead to the bid being considered non-responsive. Please put the USB in the envelope marked Original Document B TECHNICAL ENVELOPE (Original Document B and USB in one envelope).</p> <p>INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE USB WILL LEAD TO THE BID BEING DISQUALIFIED.</p> <p>The Original Document A will be placed in one envelope and the Original Document B and the USB 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"> • The address as stated in C.2.15.1 below • The identification details as stated in C.2.15.1 below • Name of the Tenderer • The words "Not be opened before the Tender opening" <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 e-mailed 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>Location of Tender box: Biodiversity Centre, Pretoria National Botanical Garden, 2 Cussonia Ave, Brummeria, Pretoria, Gauteng Province</p> <p>Identification details: Tender number: SANBI: G561/2025</p> <p>Title of Tender: APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON</p>
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is 90 days.
C.2.16.3	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> (1) withdraws his tender; (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 <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.2.17	Provide clarification of a tender offer to a request to do so from the employer during the evaluation of tender offers.
C.2.18	<p>Any additional information requested under this clause must be provided within 5 working days of the date of request.</p> <p>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</p>
C.2.22	Tender Documents will not be returned to bidders
C.2.23	<p>The tenderer is required to submit with his/her tender, the following (failure to provide below documentation will result in the tender being rejected):</p> <ol style="list-style-type: none"> 1) A copy of the Central Suppliers Database (CSD) registration report. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)

Clause number	Tender Data
	<p>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.</p> <p>4) In the case of a Joint Venture/Consortium the Tax Compliance status must be submitted for each member of the Joint Venture/Consortium.”</p> <p>5) The signed compulsory site briefing certificate</p> <p>6) Plant documentation: Equipment owned by Contractor: registration documents must be provided. or Equipment to be rented (if any): letter of intent to hire with preferred rental companies (registration documents must be attached)</p> <p>7) A professional Construction Health & Safety Officer with more than 5 years’ experience with a Valid Professional Registration with SACPCMP.</p> <p>CV for proposed professional CHS Officer indicating:</p> <ul style="list-style-type: none"> • Previous work experience of similar projects in the last five years • Total number of years’ working experience in construction • Certified copies of Qualifications or artisan’s certification or other recognised training courses completed
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.4.1	The tenders will not be opened in public.
C.3.5.1	The two-envelope system will be followed for this Tender.
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in Annexure A .
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1) the tenderer submits a copy of the CSD registration report or registration number (refer to T2.1.12); 2) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.11); 3) 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; 4) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.14); 5) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA); 6) 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. 7) the tenderer provides a copy of the CSD report. 8) the tenderer provides plant documentation: Equipment owned by Contractor: registration documents must be provided. or Equipment to be rented (if any): letter of intent to hire with preferred rental companies (registration documents must be attached) 9) the tendered has a professional Construction Health and Safety (CHS) Officer with more than 5 years’ experience with a Valid Professional Registration with SACPCMP. CV for proposed professional CHS Officer indicating: <ul style="list-style-type: none"> • Previous work experience of similar projects in the last 5 years

Clause number	Tender Data
	<ul style="list-style-type: none">• Total number of years' working experience in construction• Certified copies of qualifications or artisan's certification or other recognised training courses completed

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1 Stage 1: Eligibility and Administrative compliance

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

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

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

2 Stage 2: Functionality

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

In this stage tenderers, 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-criterion are indicated in brackets.

FUNCTIONALITY CRITERIA		
ID	CRITERIA	POINTS
1	<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> • Supporting documents required to support the claims above must be submitted as proof including corresponding orders/appointment letters, completion certificates and reference letters for projects. Bidders must submit all the requested documents as proof to be awarded the points. • The submitted documents for the projects (appointment, completion and reference letters) must be valid and verifiable. • The submitted CVs must be valid and verifiable and original copies of the CVs and any certificates may be requested before appointment. • SANBI reserves the right to verify the information provided and the bidder shall be notified of such. Additional supporting documents might be requested and should be submitted within the stipulated timeframes. • SANBI may also conduct site visits to verify the submitted projects. The bidder must make adequate means to enable the verification process. • Both appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer. 	25

	<p>Failure by the bidder to provide the requested requested documents and make adequate means to consuct site visits for verification shall disqualify the bidder for further evaluation.</p> <p>Implementation method and project plan or programme (15 Points)</p> <p>(a) Project methodology</p> <ul style="list-style-type: none"> • Include the method to be followed in delivering this project, the methodology and approach must be specific to the project and location of works (this should include the PMBOK knowledge areas as well as all relevant project life cycle stages). • Include the team organogram of the people who will be working on the project. • Include the approach to time and quality management of the project. • Include a list of subcontractors (if any) to be utilised for various disciplines and how the work will be dispatched to subcontractors considering reasonable response times. <table border="1"> <thead> <tr> <th>Sub-Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No Methodology</td> <td>0</td> </tr> <tr> <td>Poor Methodology</td> <td>3</td> </tr> <tr> <td>Average Methodology</td> <td>6</td> </tr> <tr> <td>Above Average Methodology</td> <td>9</td> </tr> <tr> <td>Good Methodology</td> <td>12</td> </tr> <tr> <td>Comprehensive (Exceptional) Methodology</td> <td>15</td> </tr> </tbody> </table> <p>(b) Weekly plan/programme with milestones</p> <ul style="list-style-type: none"> • The programme should: <ul style="list-style-type: none"> • Indicate the sequence of work execution. • Provide the milestones and resources linked to the activity. <table border="1"> <thead> <tr> <th>Sub-Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No Programme</td> <td>0</td> </tr> <tr> <td>Poor Programme</td> <td>2</td> </tr> <tr> <td>Average Programme</td> <td>4</td> </tr> <tr> <td>Above Average Programme</td> <td>6</td> </tr> <tr> <td>Good Programme</td> <td>8</td> </tr> <tr> <td>Comprehensive (Exceptional) Programme</td> <td>10</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Be practical, realistic and include all activities linked to the project. 	Sub-Criteria	Points	No Methodology	0	Poor Methodology	3	Average Methodology	6	Above Average Methodology	9	Good Methodology	12	Comprehensive (Exceptional) Methodology	15	Sub-Criteria	Points	No Programme	0	Poor Programme	2	Average Programme	4	Above Average Programme	6	Good Programme	8	Comprehensive (Exceptional) Programme	10	<p>(15)</p> <p>(10)</p>
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Above Average Programme	6																													
Good Programme	8																													
Comprehensive (Exceptional) Programme	10																													
<p>2</p>	<p>Contractor's Experience</p> <ul style="list-style-type: none"> • Five valid, verifiable and positive reference letters (on the client's letterhead, dated, signed and stamped) regarding work of similar scope and value completed in the last ten (10) years. <table border="1"> <thead> <tr> <th>Sub-Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No valid and positive reference letter</td> <td>0</td> </tr> <tr> <td>One valid and positive reference letter</td> <td>6</td> </tr> </tbody> </table>	Sub-Criteria	Points	No valid and positive reference letter	0	One valid and positive reference letter	6	<p>45</p> <p>(30)</p>																						
Sub-Criteria	Points																													
No valid and positive reference letter	0																													
One valid and positive reference letter	6																													

	Site Agent:	(15)	
	Sub-Criteria		Points
	CV experience of less than 5 years		0
	CV experience of more than 5 years		5
	CV experience of more than 10 years		10
	CV experience of more than 15 years		15
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.
5	Excellent - response / answer / solution provides confidence that the tenderer will add real value to the project.

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

The stage three will evaluate the price and specific goals of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder’s specific goals.

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.

SANBI reserves the right, at its sole discretion to award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000) as per below objective criterion:

- Not to appoint any service provider that has demonstrated unsatisfactory performance in any previous or current contract with SANBI or any other organ of state.
- SANBI reserves the right to obtain and consider additional information regarding a bidder's past performance, even if such information is not included in the bid's returnable documents.

Annexure C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in

terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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.

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality

evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	■ Yes □ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	■ Yes □ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	■ Yes □ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	■ Yes □ No
Capacity of Tenderer (T2.1.05)	3 Pages	■ Yes □ No
Preference Point System (T2.1.06)	6 Pages	■ Yes □ No
Schedule of Key Personnel (T2.1.07)	1 Pages	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.08)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Declaration of Interest (T2.1.09)	2 Pages	■ Yes □ No
Medical Certificate for the confirmation of permanent disabled status (T2.1.10)	1 Page	■ Yes □ No
Proof of registration with Construction Industry Development Board (T2.1.11)	1 Page	■ Yes □ No
Copy of CSD Registration Certificate (T2.1.12)	1 Page	■ Yes □ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Record of Addenda to Tender Documents (T2.1.13)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.1.14)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV’s (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV’s (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Schedule of Key Personnel	
T2.1.08	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.09	Declaration of Interest	
T2.1.10	Medical Certificate for the confirmation of permanent disabled status	
T2.1.11	Proof of registration with Construction Industry Development Board (T2.1.12)	
T2.1.12	Copy of CSD Registration Certificate	
T2.1.13	Record of Addenda to Tender Documents	
T2.1.14	Compulsory Enterprise Questionnaire	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

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

PART 2: RETURNABLE DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN ,EAST LONDON.
CONTRACT NO:	SANBI: G561/2025

T2.2 Returnable documents/Schedules

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:

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

ENTERPRISE STAMP

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

*Mr/Mrs/Ms:

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

and who will sign as follows:

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".

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

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

Physical address:.....

 (code)

Postal address:

 (code)

Telephone number: (code)

Fax number: (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			

South African National Biodiversity Institute

APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.

Contract No: SANBI G561/2025

	Name	Capacity	Signature
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

We notify you that it is our intention to employ the following Subcontractors 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 Subcontractors 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.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
Name of representative	Signature	Capacity	Date
Name of organisation:			

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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

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

1.1. Provide full particulars of:

Machinery	Equipment	Workshops

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

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

South African National Biodiversity Institute

APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.

Contract No: SANBI G561/2025

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							

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 THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.
 Contract No: SANBI G561/2025

2.2. Previous projects:

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

Name of Tenderer	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".

T2.1.06: PREFERENCE POINT SYSTEM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

T2.1.08: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.
CONTRACT NO:	SANBI: G561/2025

The tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA).

T2.1.09: DECLARATION OF INTEREST

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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.

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.

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

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.

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 thisday of..... (month) of (year)

.....
Full name of signatory Name of Bidder / Tenderer

.....
Capacity of Signatory Signature



T2.1.10: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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



T2.1.11: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (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:

T2.1.12: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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

T2.1.13: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Name of Tenderer	Signature	Date

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.

Name of Tenderer	Signature	Date

T2.1.14: COMPULSORY ENTERPRISE QUESTIONNAIRE

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON.
CONTRACT NO:	SANBI: G561/2025

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: SAQCC Fire registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary.

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

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

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

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

*Insert separate page if necessary.

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:

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

C1.1 FORM OF OFFER AND ACCEPTANCE

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

APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2 THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON

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 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer:

.....

.....

(Insert name and address of organisation)

Name & signature of witness

Date

.....

Schedule of Deviations

1 Subject
Details
.....
.....
.....
.....

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

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

CONFIRMATION OF RECEIPT

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

The..... [day]

of [month]

20.....[year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	: G561/2025

C1.2 Contract Data

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

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

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

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

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

Employer Addendum Code 2101-EC

For information purposes only. To be signed on appointment.

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

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5.0	DOCUMENTS AND GENERAL
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT
7.0	DECLARATION BY THE PRINCIPAL AGENT

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 [1.2]	Employer:	South African National Biodiversity Institute		
	Postal Address:	Private Bag X101, Silverton, Gauteng	Code:	0184
	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	Code:	0184
	Tel no.:	012 843 5000	Fax no.:	012 843 5205
	VAT no.			
	E-mail:			
1.2 [5.1]	Principal Agent:	Impendulo Design Architects	Person:	Mr. Johann Schoeman
	Postal Address:		Code:	
	Tel no.:		Fax no.:	
	E-mail:			
1.2 [5.2]	Agent (1):		Person:	
	Agent's Service:			
	Postal Address:		Code:	
	Tel no.:		Fax no.:	
	E-mail:			
1.3 [5.2]	Agent (2):			
	Agent's Service:			
	Postal Address:		Code:	
	Tel no.:		Fax no.:	
	E-mail:			
1.4 [5.2]	Agent (3):		Person:	
	Agent's Service:			
	Postal Address:		Code:	
	Tel no.:		Fax no.:	
	E-mail:			
1.5 [5.2]	Agent (4):		Person:	
	Agent's Service:			
	Postal Address:		Code:	
	Tel no.:		Fax no.:	

E-mail: _____

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

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

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

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

2.0 CONTRACT AND SITE INFORMATION

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

2.2 **Works** identification: **COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2 THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON**
 [1.1]

2.3 Site description: **Kwelera National Botanical Garden**
 [1.1]

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

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

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

2.5 Period for the commencement of the **works** after the (Working days)
 [15.3] contractor takes possession of the **site:**

2.6 Completion of the works in **sections** is (Yes / No) (No. of sections)
 [15.4] required.

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"

[28.0]					
2.7 [3.3], [31.1 6.2]	Waiver of the contractor's lien or right of continuing possession is required.			(Yes / No)	Yes
2.8 [16.1]	Defined restrictions to the site area. Where "yes" the specific requirements are described below or detailed in the contract documents .			(Yes / No)	Yes
2.9 [16.4]	Geotechnical investigation of the site has been undertaken. Where "yes" the results are included in the contract documents .			(Yes / No)	N/A
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents .			(Yes / No)	Yes
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents .			(Yes / No)	Yes
2.11.1	Water	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.11.2	Electricity	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.11.3	Telecom	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.11.4	Ablutions	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.12 [16.8]	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the contract documents .			(Yes / No)	Yes

3.0 INSURANCE AND SECURITIES

3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	Contract Sum Plus 20%
	With a deductible of:	(Amount)	R20 000

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

For the sum of:

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

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

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

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

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

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

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

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

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

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

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

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 [24.3.1], [30.1-36]	For the works as a whole: The date for practical completion and the penalty per calendar day is:	2 months (incl Builders Holiday) after possession of the site	R3 000-00 per calendar day (Excl. VAT)

Or

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

Section 1	N/A	R
Section 2	N/A	R
Section 3	N/A	R
Section 4	N/A	R

5.0 DOCUMENTS AND GENERAL

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

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

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

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

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

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

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

5.8 Interim **payment certificate** to be issued by: (Date of Month)
 [31.1]

5.8 The following items of works shall be designed by the Contractor:
 [4.1]

(1) _____	(2) _____
(3) _____	(4) _____
(5) _____	_____

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

“CONSTRUCTION PERIOD” means the period commencing on the date of acceptance of the bid as stated in [15.2.1] And ending on the date of **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** subcontractors. Such insured amounts shall include the full value of materials and goods supplied by the **Employer** to the Contractor. Supplementary insurance shall not be effected where the **Employer** makes such an election as stated in [11.1.2 – 3]

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 effect any relevant workmen's compensation or similar insurances as are required by law. The **Contractor** shall ensure that his sub-contractors effect their own similar insurances.

6.9 *Add the following clause:*
[11.3]

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

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

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

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

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

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

Security:

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

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

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

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

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

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

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

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

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

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

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

A **certificate of final completion** issued in terms of [26.0] shall be *prima facie* evidence as to the sufficiency of the **works** and that the Contractor's obligations in terms of [2.0] and [15.0] have been fulfilled other than for **latent defects**.

6.23
[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 principle 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 *Add the following:*
[34.5]
The final payment certificate shall be issued by the **Employer**.
- 6.35 *Replace the clause with the following:*
[34.9]
The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.
- 6.36 *The **Employer** shall pay to the **Contractor** the amount certified for payment in the final **payment certificate** within thirty (30) **calendar days** of the date of issue of the final **payment certificate** subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.*
[34.10]
- 6.37 *Replace the last sentence with:*
[34.12]
Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 6.38 *Replace the clause with the following:*
[36.1]
The **Employer** may, without prejudice of any other rights available to him, cancel this **agreement** where the **Contractor**:
- 6.39 *Replace the clause with the following:*
[36.2]
Where the **Contractor** is in default, the **Employer** may notify the **Contractor**, either directly or through the **Principal Agent**, of his default and of the **Employer's** intention to cancel this **agreement** in terms of [36.1], should the default not be remedied.
- 6.40 *Replace the clause with the following:*
[37.2]
Where the **Employer** considers cancelling this **agreement** in terms of [37.1] the **Employer** shall notify the **Contractor** of the **Employer's** intention to cancel this **agreement**.
- 6.41 *Add the following clause:*
[39.2]
The **Employer** shall be entitled at any time to unilaterally terminate or cancel this **agreement** or any part thereof. Save for the following the **Contractor** shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this **agreement**. The **Employer** shall be obliged to pay the **Contractor** as damages and/or loss of profit the lesser of:
- 6.42 *Add the following clause:*
[39.2.1]
An amount not exceeding ten per cent (10%) of the **contract sum**.
- 6.43 *Add the following clause:*
[39.2.2]
Ten per cent (10%) of the value of incomplete work.
- 6.43 *Add the following clause:*
[39.2.3]
The **Contractor's** actual damage or loss as determined by the **Employer** after receipt of evidence substantiating any such damage or loss.
- 6.44 *Replace the clause with the following:*
[40.2.2]
Litigation where the **Employer** so elects. Institution of the action shall be commenced and process served with one (1) year from the date of existence of the dispute, failing which the dispute shall lapse.

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

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

8.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....
Principal Agent

.....
Date

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

Contractor Addendum Code 2101-CE

Introduction

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

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3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1
[1.2]

Contractor:

Postal Address:

Code:

Physical Address:

Code:

E-mail:

Tel no.:

Fax no.:

VAT no.:

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1
[14.3]

Variable Construction Guarantee

(Yes / No)

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

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

All inclusive of **tax**.

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

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

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

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

3.2 Adjustment of preliminaries

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

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

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

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

All inclusive of **tax**.

3.2.1 Option A

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

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

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

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

- 10% (ten percent) which amount shall not be varied.

- 15% (fifteen percent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**.
- 75% (seventy-five percent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period**.

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

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

All inclusive of **tax**.

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

3.2.2 Option B

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

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

3.2.3 Payment certificate cash flow

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

3.2.4 The **contract value** shall be adjusted according **CPAP** [3.1] (Yes / No)

3.2.5 Payment of preliminaries [3.1.1-2] (A or B)

3.2.6 Adjustment of preliminaries [3.2.1-2] (A or B)

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

5.0 THE TENDER

5.1 This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.

- 5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.
- 5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.
- 5.4 The lowest or any tender will not necessarily be accepted.
- 5.5 This tender shall remain in full legal force for **one hundred and twenty (120) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.
- 5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.
- 5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

5.8 TENDER SUM COMPILATION

Amount

5.8.1 Tenderer's work including **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

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

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

C1.3 Form of Construction Guarantee (Pro Forma)

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

To:
South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

1. With reference to the contract between(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI : G453/2023** for **REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF THE RENOVATIONS AND UPGRADES TO THE NATIONAL HERBARIUM FOR SANBI AT THE PRETORIA NATIONAL BOTANICAL GARDEN, PRETORIA** (hereinafter referred to as the “contract”) in the amount of

R(insert amount),

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

I / We,

in my/our Capacity as and hereby
representing

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

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

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

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

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

AS WITNESS

1.
2.

.....
 By and on behalf of

(insert the name and physical address of the Guarantor)

Name:

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

Date:

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

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

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

5. With reference to the contract between(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI: G561/2025** for **APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON**

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

R(insert amount),

..... (insert amount in words),

(hereinafter referred to as the contract sum),

I / We,

in my/our Capacity as and hereby

representing

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

..... (insert amount in words)

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

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

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

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

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

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

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

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 y 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.
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:**
.....

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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

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

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

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

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20.....

.....
WITNESS MANDATARY

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”.

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 construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be 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.

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON	
CONTRACT NO:	SANBI: G561/2025	
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PART C: THE CONTRACT

Part C2: Pricing Instruction and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

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. Fixed Price Contract
Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

2. PRICING INFORMATION

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

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

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

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

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

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

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

C2.2 Bill of Quantities

Item No	Quantity	Amount R
<p><u>BILL No. 1</u></p>		
<p><u>PRELIMINARIES</u></p>		
<p><u>MEANING OF TERMS "TENDER/TENDERER"</u></p>		
<p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p>		
<p><u>PRELIMINARIES</u></p>		
<p>The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0 - reprint 1) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described.</p>		
<p>The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this Agreement.</p>		
<p>The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these Bills of Quantities.</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 referred to by number and heading only. Where standard clauses or options are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents.</p>		
<p>Where an item is not relevant to this specific agreement such item is marked. "N/A" signifying "Not Applicable".</p>		
<p>Carried to Summary</p>	R	
<p>Bills of Quantities Bill No. 1 PRELIMINARIES</p>		

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as 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 Model Preambles will be entertained.

Supplementary preambles are incorporated in these Bills of Quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.

The Contractor's prices for all items throughout these Bills of Quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.

Additionally, the Department of Public Works Construction Work Specification (PW371 A-B) is to apply.

PRICING OF PRELIMINARIES

Should the **Contractor** select Option A in terms of sub-clause 3.2.1 in the **Contract Data - Contractor to Employer (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, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these **Preliminaries** shall be deemed to be included elsewhere in these **Bills of Quantities**

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

1 **A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement Date**" means the date that the **Agreement**, made in terms of the **Form of Offer and Acceptance**, comes into effect

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**Construction Period**" means the period commencing on the **commencement date** and ending on the date of **Practical Completion**

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“Interest” means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and constitutional Development, from time to time, in terms of section 1 (2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply, and

(b) in respect of interest owed to the Employer, 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), will apply

No clause

Fixed:_____ Value related:_____ Time related:_____

Item

OBJECTIVE AND PREPARATION

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS**

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____

Item

3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.7 is amended by the addition of the following:

The **Contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and **Preliminaries** applicable to this contract on the **site**, to which the **Employer, Principal Agent** and **agents** shall have access at all times

Fixed:_____ Value related:_____ Time related:_____

Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Fixed:_____ Value related:_____ Time related:_____

Item

5 **A5 EMPLOYER’S AGENTS**

Clause 5.0

Fixed:_____ Value related:_____ Time related:_____

Item

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6 **A6 SITE REPRESENTATIVE**
 Clause 6.0
 Fixed: _____ Value related: _____ Time related: _____ Item

7 **A7 COMPLIANCE WITH LAWS AND REGULATIONS**
 Clause 7.0
 Note: Without limiting the generality of the provisions of clause 7.0, the **Contractor's** attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the **Employer** shall prepare a documented site specific 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
 Fixed: _____ Value related: _____ Time related: _____ Item

8 **A8 WORKS RISK**
 Clause 8.0
 Fixed: _____ Value related: _____ Time related: _____ Item

9 **A9 INDEMNITIES**
 Clause 9.0
 Fixed: _____ Value related: _____ Time related: _____ Item

10 **A10 GENERAL INSURANCES**
 Clause 10.0
 Clause 10.0 is amended by the addition of the following clauses:
10.5 Damage to the Works
 (a) Without in any way limiting the **Contractor's** obligations in terms of the contract, 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
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- (b) The **Contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **Employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **Employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **Employer** bears the risk in terms of this contract, the **Contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **Employer** is legally liable
- (b) The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **Employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **Employer** is legally liable
- (c) The **Contractor** shall, upon receiving a **contract instruction** from the **Principal Agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **Employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **Contractor** or to deduct the same from amounts due to the **Contractor**
- (d) The **Contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **Employer** for the purpose of executing the **works** until the issue of the **Certificate of Practical Completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **Contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

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- (f) The **Contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **Contractor** shall, from the **commencement date** of the **works** until the **date of Practical Completion**, bear the full risk of and hereby indemnifies and holds harmless the **Employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **Contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **Principal Agent**, the **Contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **Contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **Contractor** shall be liable for and hereby indemnifies and holds harmless the **Employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **Employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **Contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **Contractor's** obligations in terms of the contract, the **Contractor** shall, within **twenty-one (21) calendar days** of the **commencement date** but before commencement of the **works**, submit to the **Employer** proof of such insurance policy, if requested to do so

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10.7.4 The **Employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **Contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **Contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **Employer** and the **Contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____ Time related: _____

Item

11 **A11 SPECIAL INSURANCES**

Clause 11.0

Fixed: _____ Value related: _____ Time related: _____

Item

12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: _____ Value related: _____ Time related: _____

Item

13 **A13 ASSIGNMENT**

Clause 13.0

Fixed: _____ Value related: _____ Time related: _____

Item

14 **A14 SECURITY**

Clause 14.0

Clauses 14.1 - 14.9 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **Contractor** to the **Employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **Employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **Employer** complies with the provisions of 33.4 in which event the **Employer's** entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the **Contractor**

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14.2 In respect of contracts with a **contract sum** above R1 million, the **Contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **Employer** within **twenty-one (21) calendar days** from **commencement date**. Should the **Contractor** fail to select the **security** to be provided or should the **Contractor** fail to provide the **Employer** with the selected **security** within **twenty-one (21) calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **Contractor** shall furnish the **Employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.3.2 Within **twenty-one (21) calendar days** of the date of **Practical Completion** of the **works**, the **Employer** shall reduce the cash deposit to an amount equal to **three per cent (3%)** of the **contract value** (excluding VAT), and refund the balance to the **Contractor**

14.3.3 Within **twenty-one (21) calendar days** of the date of **Final Completion** of the **works**, the **Employer** shall reduce the cash deposit to an amount equal to **one per cent (1%)** of the **contract value** (excluding VAT) and refund the balance to the **Contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **Employer** shall refund the remainder of the cash deposit to the **Contractor**

14.3.5 The **Employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0, provided that the **Employer** complies with the provisions of 33.4 in which event the **Employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **Contractor**

14.3.6 The parties expressly agree that neither the **Employer** nor the **Contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of **ten percent (10%)** of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **Contractor** shall furnish the **Employer** with an acceptable variable **construction guarantee** equal in value to **ten per cent (10%)** of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.4.2 The **variable construction guarantee** shall reduce and expire in terms of the **Variable Construction Guarantee** form included in the invitation to tender

14.4.3 The **Employer** shall return the **variable construction guarantee** to the **Contractor** within **fourteen (14) calendar days** of it expiring

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14.4.4 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** shall issue a written demand in terms of the **variable construction guarantee**

14.5 Where **security** as a **fixed construction guarantee of five per cent (5%)** of the **contract sum** (excluding VAT) and a **five per cent (5%) payment reduction** of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **Contractor** shall furnish a **fixed construction guarantee** to the **Employer** equal in value to **five per cent (5%)** of the **contract sum** (excluding VAT)

14.5.2 The **fixed construction guarantee** shall come into force on the date of issue and shall expire on the date of **Practical Completion**

14.5.3 The **Employer** shall return the **fixed construction guarantee** to the **Contractor** within **fourteen (14) calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** shall be entitled to issue a written demand in terms of the **fixed construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of **five per cent (5%)** of the **contract sum** (excluding VAT) and a payment reduction of **five per cent (5%)** of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **Contractor** shall furnish the **Employer** with a cash deposit equal in value to **five per cent (5%)** of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.6.2 Within **twenty-one (21) calendar days** of the date of **Practical Completion** of the **works**, the **Employer** shall refund the cash deposit in total to the **Contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a **payment reduction of ten per cent (10%)** of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The **payment reduction** of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

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14.7.2 The **Employer** shall be entitled to recover expense and loss from the **payment reduction** in terms of 33.0, provided that the **Employer** complies with the provisions of 33.4 in which event the **Employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **Contractor**

14.8 Payments made by the **Guarantor** to the **Employer** in terms of the **fixed or variable construction guarantee** shall not prejudice the rights of the **Employer** or **Contractor** in terms of this **Agreement**

14.9 Should the **Contractor** fail to furnish the **security** in terms of 14.2, the **Employer**, in his sole discretion and without notification to the **Contractor**, is entitled to change the **Contractor's** selected form of **security** to that of a **ten per cent (10%)** payment reduction of the value certified in the **payment certificate** (excluding VAT), where after 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

15 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable Health and Safety Plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within **twenty-one (21) calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **Contractor** possession of the **site** within **ten (10) working days** of the **Contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed: _____ Value related: _____ Time related: _____

Item

16 **A16 SITE AND ACCESS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

N/A

17 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

Fixed: _____ Value related: _____ Time related: _____

Item

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18	<p>A18 SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>The Contractor shall notify the Principal Agent if any encroachments of adjoining foundations, building, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1]</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
19	<p>A19 TEMPORARY WORKS AND PLANT</p> <p>Clause 19.0</p> <p>Clause 19.1.1 - Enclosure of the works Clause 19.1.2 - Office accommodation Clause 19.2 - Advertising rights and notice boards</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
20	<p>A20 NOMINATED SUB-CONTRACTORS</p> <p>Refer to the provisions on general attendance hereinafter</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
21	<p>A21 SELECTED SUB-CONTRACTORS</p> <p>General attendance of Selected Sub-contractors for pricing by the Contractor shall be in accordance with the Selected Sub-contractors' agreement. Notwithstanding this provision, general attendance shall be deemed to include for the Contractor to provide free of charge to any Selected Sub-contractor such scaffolding as may reasonably be required by such Selected Sub-contractor for the execution of the relevant sub-contract work</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
22	<p>A22 EMPLOYER'S DIRECT CONTRACTORS</p> <p>Clause 22.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
23	<p>A23 CONTRACTOR'S DOMESTIC SUB-CONTRACTORS</p> <p>Clause 23.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	Carried to Summary	R	
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COMPLETION

24 **A24 PRACTICAL COMPLETION**

Clause 24.0

Clause 24 is hereby amended by the addition of the following clause:

24.11 Should the **Contractor**, in the opinion of the **Principal Agent**, not have achieved **Practical Completion** of any area of the works, the **Employer** may, notwithstanding the **Contractor's** ongoing responsibilities, take possession of any such area and such possession by the **Employer** shall not be construed as the achievement of **Practical Completion**. Should such an instance arise, the **Principal Agent** will give notice to the **Contractor**, in writing, that the **Employer** is taking **immediate possession** without **Practical Completion** having been achieved in order to mitigate his exposure to any expenses. The **Contractor's** responsibilities and liabilities shall remain in full force and effect until, in the opinion of the **Principal Agent**, **Practical Completion** has been achieved. Access by the **Contractor** to any such area in possession of the **Employer**, prior to the **Contractor's** achievement of **Practical Completion**, shall be at the **Employer's** convenience, which will not be unreasonably withheld

Fixed: _____ Value related: _____ Time related: _____

Item

25 **A25 WORKS COMPLETION**

Clause 25.0

Fixed: _____ Value related: _____ Time related: _____

Item

26 **A26 FINAL COMPLETION**

Clause 26.0

Fixed: _____ Value related: _____ Time related: _____

Item

27 **A27 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: _____ Value related: _____ Time related: _____

Item

28 **A28 SECTIONAL COMPLETION**

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____

N/A

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29	<p>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>The removal and replacement of materials and/or workmanship which do not conform to specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
30	<p>A30 PENALTY FOR LATE OR NON-COMPLETION</p> <p>Clause 30.0 - Refer to C1.2: Contract Data for penalty details</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
	<p><u>PAYMENT</u></p>	
31	<p>A31 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.4 shall be at the sole discretion of the Principal Agent and such inclusion shall only be considered upon the provision, by the Contractor, of an approved guarantee issued by a registered commercial bank</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of Practical Completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of Practical Completion and up to but excluding the date of Final Completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of Final Completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the Employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p>	
	Carried to Summary	R
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Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 **Ninety per cent (90%)** of such value in interim **payment certificates** issued up to the date of **Practical Completion**

31.8(B).2 **Ninety-seven per cent (97%)** of such value in interim **payment certificates** issued on the date of **Practical Completion** and up to but excluding the date of **Final Completion**

31.8(B).3 **Ninety-nine per cent (99%)** of such value in interim **payment certificates** issued on the date of **Final Completion** and up to but excluding the **final payment certificate** in terms of 34.6

31.8(B).4 **One hundred per cent (100%)** of such value in the **final payment certificate** in terms of 34.6 except where the amount certified is in favour of the **Employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the **final payment certificate**

Clause 31.9 is amended by replacing the following:

Replace **seven (7) calendar days** with **thirty (30) calendar days**

Fixed: _____ Value related: _____ Time related: _____

Item

32 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Where prices are submitted by the **Contractor** or **Nominated/Selected Sub-contractors** during the process of the works, in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the **Principal Agent** wish to accept any such prices prior to the issue of the **Certificate of Final Completion**, it shall be in writing

Fixed: _____ Value related: _____ Time related: _____

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33	<p>A33 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>33.2.9 the Contractor's failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the Contractor's failure or neglect to proceed with the works in terms of the contract</p> <p>33.2.11 the Contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>33.2.12 the Contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the Contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
34	<p>A34 FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
35	<p>A35 PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
<u>TERMINATION</u>			
36	<p>A36 TERMINATION BY EMPLOYER - CONTRACTOR'S DEFAULT</p> <p>Clause 36.0</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the Employer or the Contractor; or for any reason whatsoever, the Contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The Contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
36	<p>A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</p> <p>Clause 37.0</p>		
Carried to Summary		R	
<p>Bills of Quantities Bill No. 1 PRELIMINARIES</p>			

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **Employer** or the **Contractor**; or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **Contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

37 **A38 TERMINATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **Employer** or the **Contractor**; or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **Contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

38 **A39 TERMINATION - CESSATION OF THE WORKS**

Clause 39.0

Fixed: _____ Value related: _____ Time related: _____

Item

39 **A40 SETTLEMENT OF DISPUTES**

Clause 40.0

Fixed: _____ Value related: _____ Time related: _____

Item

CONTRACT VARIABLES

40 **A41 POST TENDER PROVISIONS**

Clause 41.0

The **Contractor** is to complete before submission of his tender the JBCC Principal Building Agreement **Contract Data CE**

Tenderers are referred to **C1.2: Contract Data** for variables pertaining to this contract

Fixed: _____ Value related: _____ Time related: _____

Item

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41	<p>A42 CONTRACTUAL AGREEMENT</p> <p>Clause 42.0</p> <p>The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>Tenderers are referred to C1.2: Contract Data for variables pertaining to this contract</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>SECTION B: JBCC PRELIMINARIES</u></p> <p><u>B1.0 DEFINITIONS AND INTERPRETATION</u></p>	Item
42	<p><i>B1.1 Definitions and interpretation</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>B2.0 DOCUMENTS</u></p>	Item
43	<p><i>B2.1 Checking of documents</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
44	<p><i>B2.2 Bills of Quantities</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
45	<p><i>B2.3 Availability of construction documentation</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u></p>	Item
46	<p><i>B3.1 Previous work - dimensional accuracy</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
47	<p><i>B3.2 Previous work - defects</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
48	<p><i>B3.3 Inspection of adjoining property</i></p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item

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49	<p>B2.5 Priced documents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
50	<p>B2.6 Tender submission</p> <p>Clause 2.6 is amended by replacing “JBCC Form of Tender” with C1.1: Form of Offer & Acceptance</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<p><u>B3.0 THE SITE</u></p>		
51	<p>B3.1 Defined works area</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
52	<p>B3.2 Geotechnical Investigation</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
53	<p>B3.3 Inspection of the site</p> <p>A compulsory site briefing session will take place on site on 9 February 2021 at 10:00 at the Kwelera National Botanical Garden Offices (Farm No. 1505, Road DR02731, Kwelera)</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	<p><u>B4.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></p>		
54	<p>B4.1 Samples of materials</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
55	<p>B4.2 Workmanship samples</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
56	<p>B4.3 Shop drawings</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
57	<p>B4.4 Compliance with manufacturers' instructions</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
	Carried to Summary	R	
	<p>Bills of Quantities Bill No. 1 PRELIMINARIES</p>		

B5.0 DEPOSITS AND FEES

58 **B5.1 Deposits and fees**

Fixed: _____ Value related: _____ Time related: _____

Item

B6.0 TEMPORARY SERVICES

59 **B6.1 Water**

Fixed: _____ Value related: _____ Time related: _____

Item

60 **B6.2 Electricity**

Fixed: _____ Value related: _____ Time related: _____

Item

61 **B6.3 Telecommunication facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

62 **B6.4 Ablution facilities**

Fixed: _____ Value related: _____ Time related: _____

Item

63 **B6.5 Main notice board**

Note that an additional EPWP type notice board will be required; refer to **C3.1: Description of the Works**.

Fixed: _____ Value related: _____ Time related: _____

Item

B7.0 PRIME COST AMOUNTS

64 **B7.1 Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time related: _____

Item

B8.0 SPECIAL ATTENDANCE ON SELECTED SUB-CONTRACTORS

65 **B8.1 Special attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

B9.0 GENERAL

66 **B9.1 Protection of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

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67	B9.2 Protection/isolation of existing/sectionally occupied works Fixed: _____ Value related: _____ Time related: _____	Item
68	B9.3 Security of the works Fixed: _____ Value related: _____ Time related: _____	Item
69	B9.4 Notice before covering work Fixed: _____ Value related: _____ Time related: _____	Item
70	B9.5 Disturbance Fixed: _____ Value related: _____ Time related: _____	Item
71	B9.6 Environmental disturbance Fixed: _____ Value related: _____ Time related: _____	Item
72	B9.7 Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____	Item
73	B9.8 Vermin Fixed: _____ Value related: _____ Time related: _____	Item
74	B9.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item
75	B9.10 As-built information Fixed: _____ Value related: _____ Time related: _____	Item

B10. SCHEDULE OF VARIABLES

Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this contract.

- 10.1 **Provisional Bills of Quantities**
[2.2] The quantities are provisional: No
- 10.2 **Availability of construction documentation**
[2.3] Construction of documentation is complete: Yes
- 10.3 **Previous work - dimensional accuracy**
[3.1] Details: Nil

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- 10.4 **Previous work - defects**
 [3.2] Details: To be checked on site by **Contractor** prior to commencing with building operations
- 10.5 **Inspection of adjoining properties**
 [3.3] Specific requirements: The **Contractor** must inspect adjoining properties and immediately bring to the notice of the **Principal Agent** of any consequences that may arise from the building works
- 10.6 **Water**
 [7.2] Option A (by **Contractor**) (Yes)
- Option B (by **Employer** - free of charge when available) (No)
- Option C (by **Employer**- metered) (No)
- 10.7 **Electricity**
 [7.3] Option A (by **Contractor**) (Yes)
- Option B (by **Employer** - free of charge when available) (No)
- Option C (by **Employer** - metered) (No)
- 10.8 **Telecommunications**
 [7.4] Telephone (by **Contractor**) (Yes)
- Facsimile (by **Contractor**) (Yes)
- eMail (by **Contractor**) (Yes)
- 10.9 **Ablution facilities**
 [7.5] Option A (by **Contractor**) (Yes)
- Option B (by **Employer**) (No)
- 10.10 **Protection of works**
 [9.1] Specific requirements:
- The **Contractor** shall protect the works for the duration of the contract
- 10.11 **Protection of existing/sectionally occupied works**
 [9.2] Protection is required No
- 10.12 **Disturbance**
 [9.5] Specific requirements:
- The **Contractor** shall keep the site, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **Principal Agent**

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10.13 **Environmental disturbance**

[9.6] Specific requirements:

Protection of existing trees, shrubs and wetland areas is required. Details/Information will be made available at the compulsory site inspection meeting.

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SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific **Preliminaries** items which apply to this contract except where **N/A** (Not Applicable) appears against an item

76 **C1 CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the **Tenderer** to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the **Tenderer** he shall, before submitting his tender, obtain clarification in writing from the **Principal Agent**

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Item

77 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department of Public Works. This document shall be read in conjunction with the **Bills of Quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

Item

78 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **Bills of Quantities**, the **Tenderers'** attention are drawn to the fact that any other product of equal quality may be used subject to the written approval of the **Principal Agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

79 **C4 IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the **Tenderer** shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions

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80 **C5 CLO ALLOWANCE**

Any additional costs, etc. relating to the employment and payment of the CLO (CLO Allowance indicated in PROVISIONAL SUMS section of the Bills of Quantities), should be allowed for in this item (Clause C8).

Fixed: _____ Value related: _____ Time related: _____

Item

81 **C6 OCCUPATIONAL HEALTH AND SAFETY ACT**

The **Contractor** shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 19093 (Act No. 85 of 1993), including COVID-19 Requirements as per Government Notice No. 479 dated 29 April 2020.

It is required of the **Contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities

The **Contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **Principal Agent**, notwithstanding the provisions of Clause A31 of the Preliminaries or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the **Contractor** provides satisfactory proof of compliance. The **Contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____

Item

82 **C7 REPORTING BY CONTRACTOR**

The Contractor is required to complete the **CONTRACTOR MONTHLY REPORT**, which is to be submitted together with the Contractor's payment claim. Payment of the Contractor is conditional on this information being accurate and timeously provided. Payment shall be subject to the Employer giving the Contractor a tax invoice for the amount due. The Contractor is to take note of the following requirements - At the bottom of the **CONTRACTOR MONTHLY REPORT**, the Contractor must sign the document as proof that the people indicated have worked the number of days.

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Item No	Quantity	Rate	Amount R
<u>BILL NO. 2 HEALTH AND SAFETY</u>			
<u>MODEL PREAMBLES</u>			
The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.			
<u>SUPPLEMENTARY PREAMBLES</u>			
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.			
Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications including any latest amendments.			
The items in this Bill do not contain quantities hence the Contractor must insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety Specifications.			
<u>OCCUPATIONAL HEALTH AND SAFETY</u>			
<u>General:</u>			
1	One full time Construction Health and Safety Officer or Manager (CHSO/M)		
	Full time attendance on site of a SACPCMP-registered CHSO/M from the start of construction until the end of project handover and provisions of telecommunications.	Item	
2	Provision for Health and Safety Management Plans and Primary Health and Safety file together with 3 times secondary files for each Residential Block		
		Item	
3	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals		
		Item	
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Bills of Quantities Bill No. 2 HEALTH AND SAFETY			

4	Medical certificates of fitness. Medical examination of all employees and certification of fitness for Pre-employment is required. Medical examination of all employees and certification of fitness for Exit-employment is required. Allow for annual medicals for employees if the project duration is more than 12 months.	Item	
5	Emergency Equipment based on the risk exposure and emergency rescue. stretchers, neck brace, first aid kits, fire fighting equipment.	Item	
6	Competent inspectors for equipment such as examples scaffolding inspectors and lifting machine inspector.	Item	
7	Mandatory training such as risk assessments, legal liability/OHS Act, awareness, first aid incident investigation.	Item	
	<u>Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments:</u>		
8	Hard hats (High density polyethylene with 6 point lining)	Item	
9	Overall/work suits (100% Cotton)	Item	
10	Reflective vests with visible marking of contractor and proof of induction	Item	
11	Safety boots/shoes (Steel-Toe)	Item	
12	Ear Plugs/Muffs	Item	
13	Dust Mask FFP2	Item	
14	Safety goggles	Item	
15	Safety gloves	Item	
16	Respirators	Item	
17	Safety harness	Item	
18	Permit board	Item	
19	Weight bearing barricading and hoarding	Item	
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	Bills of Quantities Bill No. 2 HEALTH AND SAFETY		R

Completion of Kwelera National Botanical Gardens Phase 1b

20	Personal fall arrest and rescue equipment with and including lifelines and associated equipment	Item	
21	Temporary handrails, toe boards other than for access to scaffolding	Item	
22	Construction information, warning signage, posters	Item	
23	Allow for fire extinguishers and fire fighting equipment	Item	
24	Safe lifting equipment for lifting and lowering pipes, lifting tackles and slings	Item	
25	Rubble shoot to be provided for the discarding of rubble from buildings into a rubble skip	Item	
26	Allow for provision of telecommunication facilities for the appointed OHS officer	Item	
27	Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site	Item	
28	Allow for provision of Basic medical Preparedness and Response equipment & at least Level 2 First Aider/s	Item	
	<u>Environmental:</u>		
29	Dust control measure for the prevention of dust nuisance. Buildings that are partial decanted. Hoarding to be provided for dust control. Hoarding to extend into the ceiling of the buildings.	Item	
30	Provision for spill kits, drip trays	Item	
31	Housekeeping – provide for the waste bins, safe collection and disposal of waste material from site by an approved method (a) Air monitoring (b) Analysing Samples (c) Test on Workers	Item	
	<u>Disease Awareness Education:</u>		
32	Principal contractor's time related obligations in respect of the Disease Management	Item	
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HEALTH AND SAFETY

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Item No	Quantity	Rate	Amount R
<u>BILL No. 3: ALTERATIONS (PROVISIONAL)</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
All work described in this bill is to be to be executed in/on existing buildings and prices shall allow for this			
All Architectural and Engineering drawings and specifications to be read in conjunction and any discrepancies to be brought to the attention of the Principal Agent.			
Descriptions that include the text "... take out/up/off/down and remove" shall indicate that the Tenderer shall allow that these items/materials shall become his property and shall be removed from site, or dumped at a site of disposal that the Tenderer has identified.			
Descriptions that include the text "..... make good" shall indicate that the Tenderer shall allow for all associated costs of repairing disturbed finishes, costs of disconnecting/removing the items/materials and preparatory work to receive new items/materials.			
All costs associated with the above will be deemed to be included in the Tenderer's prices.			
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 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/or concrete surfaces onto which the new finishes are applied, where necessary			
The Contractor will be required to take dimensions when fitting new items/elements to existing structures/frames, etc. as there may be some minor adjustments required and it shall be deemed that all prices shall include such minor adjustment work.			
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Bills of Quantities Bill No. 3 ALTERATIONS (PROVISIONAL)			

Reference in the Bills of Quantities (in square brackets [X]) refer to the associated number on the drawings attached to the Bills of Quantities

Viewing of the site

Before submitting his tender, the Contractor 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 contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

Removal and disposal of harmful material

Tenderers are to note that some of the items to be removed, may contain harmful materials/elements:

The items that are measured in this section are described, where applicable, as "asbestos". However, it is the Tenderers' responsibility to assess and decide whether the items identified are all harmful asbestos materials/elements.

Should the Tenderers be of the opinion that the items listed are identified as possible harmful materials/elements and disposal thereof, the onus will be on them to assess the latter on site and define/establish and prices the respective items accordingly. It will be deemed that Tenderers' prices received have fully taken the above requirements into consideration and priced accordingly to allow for the correct procedure of removal and disposal thereof to a designated dumping site in terms of the latest legislation applicable.

No extra cost will be entertained should the Contractor establish at a later stage that some materials/elements are harmful and their pricing did not include for the additional cost applicable due to legislative requirements relating to removal and disposal thereof.

CLEANING OF EXISTING SURFACES

1 Clean existing paving by pressure cleaning to remove all algae, discolourations, dirt, etc. [25]

m²

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GENERAL ALTERATIONS

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Bills of Quantities
 Bill No. 3
 ALTERATIONS (PROVISIONAL)

General repairs:

2	Take off 1000mm section of 110mm PVC pipe, replace with new including fittings to correct fall including holes in walls, etc. [10]	No	1
3	Refasten and service existing Pearl code 7300SC cistern including sealing around flushpipe [10]	No	1
4	Take out two ball bearing butt hinge to door and replace with new (elsewhere) [11]	No	3
5	Fit exiting sink mixer and waste connection, including connecting all services [14]	No	1
6	Take off existing pull handle make good door to receive new pull handle (elsewhere) [15]	No	1
7	Repair existing stone cladding and bond to wall [21]	m ²	5
8	Replace cover (lid) on rainwater tank [23]	No	2
9	Fill cores/frogs at ends of projecting facebrick to match facebrick colour [29]	No	82
10	Fill and seal mitred facebrick joints with tinted mortar to match facebrick [58]	m	26

Take out and remove existing doors or door frames/linings and fanlights complete with thresholds:

11	Timber door size 600 x 2100mm high from steel lining [35]	No	3
12	Timber door size 1200 x 2100mm high from steel lining [35]	No	2

Take down and remove existing roofs, ceilings, fascias, gutters, flashings, etc.:

13	Profile sheet metal roof covering and accessories, including timber purlins [44]	m ²	30
14	Suspended ceilings complete with grid, cornice, etc. [40]	m ²	38
15	Fibre cement fascia including accessories [56]	m	15

JOINT SEALANTS, ETC.

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Bills of Quantities
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 ALTERATIONS (PROVISIONAL)

<u>Approved polysulphide sealing compound including backing cord, bond breaker, primer, etc.:</u>					
16	Polysulphide movement joint between tiles or between tiles and wall (Provisional) [2]	m	145		
17	Around windows, Shopfronts, etc[19]	m	371		
<u>REINSTATE EXISTING PAVING TO BUILDING ENTRANCES AND AROUND EXTERNAL FACADE</u>					
<u>lifting up:</u>					
18	Lift up existing 75mm concrete pavers and set aside for reuse (elsewhere) [25]	m ²	138		
<u>Earth filling supplied by the Contractor under walkways, etc.:</u>					
19	G9 Material in accordance with SANS 1200DM in 150mm layers compacted to a minimum of 93% Mod AASHTO dry density [25]	m ³	28		
<u>Coarse river sand filling supplied by the contractor:</u>					
20	Under Paving, etc.[25]	m ²	138		
<u>Soil insecticide in accordance with SANS 5859 (compliance certificate will be required after completion):</u>					
21	Under surface beds or rafts, etc. including forming and poisoning shallow furrows against foundation walls, etc. filling in and ramming [25]	m ²	138		
<u>203 x 102 x 70mm Thick paving blocks from the stockpile on site:</u>					
22	Paving laid in herringbone pattern to falls and slopes [25]	m ²	138		
<u>Prescribed density tests on filling:</u>					
23	Modified AASHTO density test	No	4		
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ALTERATIONS (PROVISIONAL)

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Item No	<u>BILL No. 4</u>	Quantity	Rate	Amount R
	<p><u>ROOF COVERINGS, ETC.</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary products in descriptions</u></p> <p>Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted</p> <p><u>Straight cutting</u></p> <p>Descriptions of all roof coverings are deemed to include for all straight cutting</p> <p><u>PROFILED METAL SHEETING AND ACCESSORIES</u></p> <p><u>0,55mm Thick Saflok 410 Colorplus AZ200 or equivalent interlocking aluminium-zinc roof sheeting and accessories, fixed to timber purlins (elsewhere measured) at 1700mm centres with concealed fixing, pierce-fixing through each sheet under the flashings, cappings or along the top of the sheets (for low pitch roofs), all in accordance with the manufacturer's instructions:</u></p>			
1	Roof covering with pitch not exceeding 25 degrees [44]	m ²	30	
	<p><u>ROOF AND WALL INSULATION</u></p> <p><u>Insulation R4 double sided reflective foil based insulation:</u></p>			
2	Laid taut over purlins (at approximately 1700mm centres) and fixed concurrent with roof covering, including taped laps and nylon straining wires [44]	m ²	30	
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	Bills of Quantities Bill No. 4 ROOF COVERINGS			

Item No	<u>BILL No. 5</u>	Quantity	Rate	Amount R
	<p><u>CARPENTRY & JOINERY</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents</p> <p><u>PREFABRICATED ROOF TRUSSES, ETC.</u></p> <p>The prefabricated timber roof trusses shall be designed by a Registered Professional Engineer and shall be in accordance with SANS 0160 and 0163, as well as the additional requirements of PW 371, clause 8.10. The wind loading shall be as determined in terms of Clause 5.5 of SANS 0160. The applicable terrain category shall be taken as Category 2.</p> <p>The prefabricated timber roof trusses shall be fabricated in a factory by a truss fabricator who has been awarded a Certificate of Competence by the Institute of Timber Construction and who is approved by the Principal Agent.</p> <p>All prices shall be deemed to include the cost of the Registered Professional Engineer and the issuing of a certificate on completion, certifying the workmanship, erection and materials meeting the stated requirements.</p> <p>All roof truss dimensions are measured to the external perimeter of the structures/buildings.</p> <p><u>GENERAL ROOF TIMBERS</u></p> <p><u>Sawn softwood:</u></p>			
1	50 x 76mm Purlins. [44]	m	70	
	<p><u>EAVES, VERGES, ETC.</u></p> <p><u>Sawn softwood:</u></p>			
2	38 x 38mm Battens fixed to walls. [44]	m	10	
	Carried to Summary			R
	<p>Bills of Quantities Bill No. 5 CARPENTRY AND JOINERY</p>			

Pressed fibre cement:

3	12 x 225mm Fascia fixed vertically to timber battens at end of roof trusses (elsewhere measured) with brass screws, including H-profile PVC joint strips, caps, etc. [40]	m	15
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MEDIUM DENSITY FIBREBOARD

Supawood with plain and smooth surface suitable for painting both sides, hung to timber door linings:

4	22mm Thick door, size 600 x 2100mm high. [35]	No	3
5	22mm Thick double door in two equal leaves, size 1200 x 2100mm high. [35]	No	2

GUMPOLE FENCING

6	60mm Diameter treated round pealed gumpole assembly 1900mm high, fixed vertically side by side, secured with and including two 50 x 50 x 5mm hot dip galvanised steel angle section horizontal bearers along the total length, one vertical bearer at each end and intermediate vertical bearers at approximately 2420mm centres, all securely fixed to gumpoles, etc. with gumpoles' lower ends securely bedded in unreinforced concrete (20MPa/19mm) base size 150 x 200mm high, including excavations, etc. [26]	m	10
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JOINERY FITTINGS

The references in the descriptions refer to the respective joinery fittings/units and combination units as per the Architects' detail sheets/drawings attached to these Bills of Quantities.

All components are to be assembled, securely fixed, adjusted, etc. and primed/varnished/painted and/or finished as per the Architects' detail sheets and prices shall include for same.

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 Bill No. 5
 CARPENTRY AND JOINERY

All cupboards to have 20mm thick medium density fibreboard faced with high pressure laminate on both faces as backing, secured to walls, etc. and supported with and including 22 x 44mm wrot softwood and/or chipboard bearers where indicated as such on the Architects' drawings and/or details.

All cupboard units with medium density fibreboard and/or glass doors (single or double) to be fitted with an intermediate shelf (except if otherwise described) formed of 20mm thick medium density fibreboard faced with high pressure laminate on both faces.

All cupboard and/or drawer units shall be fitted with 20mm thick medium density fibreboard faced with high pressure laminate on both faces as base shelving to the units.

Where cupboards are fitted with medium density fibreboard on top (closing off the units on top), these are to be formed of 20mm thick medium density fibreboard faced with high pressure laminate on both faces.

Where the descriptions refer to medium density fibreboard, it shall be deemed to indicate PG Bison Melawood and/or SupaWhite products with melamine finish to Architects' approval.

All prices for the descriptions of joinery fittings that may have doors, drawers, etc. are to be inclusive of all specified furniture, etc. as well as the components described above.

Staff Facility:

- 7 Slatted seating 500mm wide, consisting of 22 x 44mm wrot Meranti twice angle rounded slats spaced 20mm apart, twice brass screwed from below through support brackets (elsewhere measured) (brackets spaced at 404mm centres)[7]

m

8

Store:

- 8 Shelving unit formed of 22mm thick wrot laminated softwood 600mm wide in three tiers, hung on and screwed to a total of six white epoxy coated adjustable shelf brackets, brackets secured to and including 1280mm long white epoxy wall bands, each three times plugged and screwed to wall with top of bands secured with and including 6mm diameter x 50mm long rawlbolts, overall length of unit 2250mm, refer drawing E15-891-7.201B. [16]

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 Bill No. 5
 CARPENTRY AND JOINERY

STEEL LOCKERS

Ricor or equivalent hammertone paint finished lockers complete, including fixing:

9	Code BPGM02 two tier factory locker, four times bolted to wall with and including 10mm diameter expansion bolts 70mm long, size 300 x 450 x 1800mm high [7]	No	10
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 CARPENTRY AND JOINERY

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CARPENTRY AND JOINERY

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CARPENTRY AND JOINERY		

Item No		Quantity	Rate	Amount R
	<u>BILL No. 6</u>			
	<u>CEILINGS, PARTITIONS & ACCESS FLOORING</u>			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.			
	<u>NAILED UP CEILINGS</u>			
	<u>6mm Thick Nutec or equivalent fibre cement ceiling boarding, laid in staggered pattern with and including white H-profile uPVC jointing strips, secured to branderling with serrated edge nails at maximum 150mm centres:</u>			
1	Ceiling fixed to and including 38 x 38mm sawn softwood branderling at 400mm centres at joints, against walls, etc. [5][30][41][55]	m ²	22	
2	Extra over for downlighter opening. [41]	No	1	
3	Extra over for trapdoor assembly complete. [41]	No	1	
	<u>CORNICES</u>			
	<u>Gypsum cornices plugged to walls:</u>			
4	75mm Coved cornice including sealing along both edges with silicone sealer to render airtight. [41]	m	9	
	<u>SUSPENDED CEILINGS</u>			
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	Bills of Quantities Bill No. 6 CEILINGS ETC			

12,5mm Thick Gyproc RhinoBoard or equivalent square edged 'Frost White' vinyl clad gypsum ceiling boarding, secured to and including Donnceil T37K grid, with screws to main tees at 1200mm centres and 35 x 32mm high cross tees at 600mm centres, with and including all necessary angles, cleats, hangers, grids, locking type end clips, etc.:

5 Suspended ceiling system fixed not exceeding 1m below timber trusses (spaced at approximately 1000mm centres) [40] m² 38

6 Extra over for downlighter opening. [40] No 10

Shadowline powder coated cornices fixed in accordance with the manufacturer's instructions:

7 Cornice fixed securely along perimeter of suspended ceiling [40] m 39

INSULATION

Aerolite or equivalent insulation:

8 100mm Thick layer closely fitted and laid on top of brandering between roof timbers, etc. [40] m² 38

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Bills of Quantities
Bill No. 6
CEILINGS ETC

Item No	<u>BILL No. 7</u>	Quantity	Rate	Amount R
	<u>IRONMONGERY</u>			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Proprietary products in descriptions</u>			
	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted			
	<u>Fixing of ironmongery, etc.</u>			
	Where applicable fixing of ironmongery are to include for any required fixing stainless steel screws, etc.			
	All prices should include for assembly, fixing in accordance with the manufacturers' instructions, adjusting, etc.			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin Bronze Lacquered; CH Chromium Plated; SC Satin Chromium Plated; SE Silver Enamelled; GE Grey Enamelled; AS Anodised Silver; AB Anodised Bronze; AG Anodised Gold; ABL Anodised Black; PB Polished Brass; PL Polished and Lacquered; PT Epoxy Coated and SD Sanded			
	<u>HINGES, BOLTS, ETC.</u>			
	<u>Dormakaba or equivalent:</u>			
1	DBB-SS-009 102 x 75 x 3mm Two ball bearing butt hinge. [11]	No	3	
2	PHA3 S DD Three point panic bar set for double door, door leaf size 1000 x 2270mm high, including cutting to fit door width where required. [61]	Sets	2	
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<u>Union or equivalent:</u>				
3	32mm Brass piano hinge 2100mm long. [35]	No	29	
4	100 x 25mm SC Brass barrel bolt. [35]	No	1	
5	100 x 25mm SC Brass necked bolt. [35]	No	1	
<u>LOCKS</u>				
<u>Dormakaba or equivalent:</u>				
6	55mm ISEO 1450.00.55 Backset single long throw two pin profile cylinder gate lock. [57]	No	3	
<u>HANDLES</u>				
<u>Dormakaba or equivalent:</u>				
7	SH822 SS Cyl lever handle on rose with and including cylinder escutcheon. [15]	Sets	1	
<u>Union or equivalent:</u>				
8	96mm AL5516AS Centred aluminium cupboard pull handle. [35]	No	7	
<u>DOOR STOPS, CABIN HOOKS, ETC.</u>				
<u>Sundries:</u>				
9	10mm Diameter steel dowel 100mm long in and including mortice in timber and concrete	No	10	
<u>Dormakaba or equivalent:</u>				
10	DDS-SS-021 Floor mounted door stop. [18]	No	1	
<u>LETTERS, NAMEPLATES, ETC.</u>				
<u>Contractor to provide samples of nameplates for approval of the Architect</u>				
<u>Dormakaba or equivalent:</u>				
11	DSS-136 EL Electrical sign. [35]	No	1	
12	DSS-137 T Telkom sign. [35]	No	2	
13	DSS-145 FHR Fire hose reel sign. [35]	No	1	
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RECESSED MATS

14	1500 x 1000mm Genesis Romat (Code R8900) or equivalent recessed mat assembly in anthracite colour, complete with stainless steel edge trim, forming recess in floor, etc. [34]	No	2
15	Ditto size 2000 x 1000mm. [34]	No	2

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IRONMONGERY

Item No	<u>BILL No. 8</u>	Quantity	Rate	Amount R
	<u>METALWORK</u>			
	<u>Proprietary products in descriptions</u>			
	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>Hot dip galvanising</u>			
	Where hot dip galvanising is specified, it should be executed in accordance with SANS 121:2011 (ISO 1461:2009), unless otherwise described.			
	<u>STAINLESS STEEL HANDRAILS, BUMPRAILS, ETC.</u>			
	<u>Stainless steel (Grade 316) handrails, including all scribing, welding, setting up in position, adjusting, etc.:</u>			
1	60mm Diameter rail fixed to brick wall including all fittings, bolts and closed ends (In 4 No.)[32]	m	30	
	<u>Balustrading complete to a minimum of 1000mm high in accordance with SANS10400-B</u>			
2	Floor mounted balustrading to stairs. [32]	m	3	
	<u>YARD GATES</u>			
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	Bills of Quantities Bill No. 8 METALWORK			R

Cochrane or equivalent:

3	<p>Pedestrian gate consisting of 50 x 50 x 2mm hollow section outer framing and one mullion, all mitred and welded at intersections, internal 30 x 4mm flat section welded onto inside of all outer framing, one cut-out size 120 x 200mm high formed of outer framing and flat section as described above, filled in with 3,5mm diameter horizontal and vertical high tensile wires, galvanised with marine fusion bond coating with aperture size 76,2 x 50mm and reinforcing V-section ribs, cut to size and secured tautly around all edges to flat section with 4mm diameter self tapping screws 30mm long at 100mm centres all around, complete with 500 x 800mm high unreinforced concrete (15MPa/19mm) beam, with 5 - 45mm tapering hot dip galvanised (marine fusion bond coating - acid modified) gate posts 2400mm high, sealed with UV stabilized polymer cap, including locking recess mechanism with sealed end caps and 30 x 250mm long angle section base anchors, complete with required vandal resistant bolts and clamping plates, nuts and washers for fixing to gate complete with 300 x 300 x 5mm baseplate cast into concrete base complete with and including all excavations, filling, etc. one heavy duty brass padlock, etc. size 1000 x 2100mm high overall [57]</p>	No	2
4	<p>Ditto size 2000 x 2100mm high overall. [57]</p>	No	1

SUNDRIES

Hot dip galvanised slatted seating support brackets:

5	<p>Triangular shaped support bracket to timber slatted seating (elsewhere measured), formed of 45 x 45 x 5mm angle sections, all mitred and welded at intersections, vertical leg three times holed for and bolted to wall with and including 8 x 50mm galvanised rawlbolts, support bracket size 460mm wide x 265mm high [7]</p>	No	16
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Bill No. 8

METALWORK

Item No	<u>BILL No. 9</u>	Quantity	Rate	Amount R
	<u>PLASTERING</u>			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>INTERNAL PLASTER</u>			
	<u>4:1 Cement plaster (SANS 2001) steel trowelled on brickwork/concrete:</u>			
1	On walls in patchings [62]	m ²	2	
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Item No	<u>BILL No. 10</u>	Quantity	Rate	Amount R
	<u>TILING</u>			
	<u>Proprietary products in descriptions</u>			
	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>WALL TILING</u>			
	<u>600 x 300 x 10mm Thick Titan FIJI or equivalent light grey polished porcelain tiles fixed to plaster with approved tile adhesive, 3mm wide continuous joints in both directions, pointed with light grey anti-fungicidal grout:</u>			
1	On walls [62]	m ²	2	
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	Bills of Quantities Bill No. 10 TILING			

Item No	<u>BILL No. 11</u>	Quantity	Rate	Amount R
	<u>GLAZING</u>			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>TOPS, SHELVES, DOORS, MIRRORS, ETC</u>			
	<u>6mm Thick silvered float glass copper backed mirrors with 10mm bevelled and polished edges, drilled in corners and screw fixed to 16mm Supawood board. Mirror screws to be chromium plated dome capped screws. Supawood board to be screwed onto 32 x 32mm wrot softwood frame, planed all round. Frame to be sanded smooth and painted one coat wood primer and two coats eggshell enamel paint:</u>			
1	Mirror size 450 x 900mm high [10]	No	5	
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	Bills of Quantities Bill No. 11 GLAZING			

Item No	<u>BILL No. 12</u>	Quantity	Rate	Amount R
	<u>PAINTWORK</u>			
	The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 Series documents			
	<u>PAINTWORK TO NEW AREAS</u>			
	External elements to each block to be painted in a predetermined colour scheme.			
	<u>ON GYPSUM PLASTERBOARD</u>			
	<u>Prepare, prime all heads of nails and apply one coat plaster primer, one undercoat and two coats interior quality acrylic paint on:</u>			
1	Internal ceilings and/or bulkheads with skimmed joints. [41]	m ²	3	
	<u>ON FIBRE CEMENT</u>			
	<u>Prepare and apply one coat undercoat and two coats exterior quality acrylic paint on:</u>			
2	Eaves soffits[3]	m ²	10	
3	Fascias and barge boards. [3]	m ²	44	
	<u>ON WOOD</u>			
	<u>Prepare and apply one coat pink wood primer and two coats eggshell enamel paint on:</u>			
4	Timber doors (both sides measured). [35]	m ²	18	
	<u>Prepare and apply two coats polyurethane wood varnish including sanding between coats on:</u>			
5	Timber shelving	m ²	20	
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	<u>Prepare, stop and apply three coats Plascon Woodcare Suede Matt varnish, including sanding down between all coats, on:</u>			
6	Slatted timbers to benches (both sides measured)[7]	m ²	14	
	<u>PAINTWORK TO PREVIOUSLY PAINTED SURFACES</u>			
	<u>Wash down soiled surfaces with sugar soap, sand down to remove all flaking paint, fill imperfections with Profill and apply two coats exterior quality acrylic paint on:</u>			
7	Eaves soffits[3]	m ²	162	
	<u>Sand down, remove all flaking paint/varnish and apply one coat pink wood primer and two coats eggshell enamel paint on:</u>			
8	Exposed roof timbers[20]	m	315	
	<u>Wash down soiled surfaces with sugar soap, sand down, fill imperfections with Profill and apply one coat Plascon universal undercoat and two coats Plascon low sheen paint on:</u>			
9	Internal walls [36][37]	m ²	50	
	<u>Sand down, remove all flaking paint and apply two coats eggshell enamel paint on:</u>			
10	Timber doors (both sides measured) [1]	m ²	56	

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PAINTWORK

Item No	Quantity	Rate	Amount R
<p><u>BILL No. 13</u></p>			
<p><u>EXTERNAL WORKS (PROVISIONAL)</u></p>			
<p>The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document and SANS 2001 series documents</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>Proprietary products in descriptions</u></p>			
<p>Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted</p>			
<p><u>Maintenance period</u></p>			
<p>Attention is drawn to the maintenance period of twelve (12) months from Practical Completion.</p>			
<p><u>Laying, backfilling, bedding, etc. of pipes</u></p>			
<p>Pipes shall be laid in accordance with the following SANS 2001 Series documents:</p>			
<p>Part DP1 : Pipe trenches Part DP2 Clause 4.3 : Medium-pressure pipelines Part DP4 Clause 4.3 : Sewers Part DP5 Clause 4.2.3 : Stormwater drainage</p>			
<p>Carried to Summary</p>			R
<p>Bills of Quantities Bill No. 13 EXTERNAL WORKS</p>			

Excavations

No claim for rock excavation will be entertained unless the Contractor has timeously notified the Quantity Surveyor thereof prior to backfilling.

Class of excavations will be in accordance with SANS 1200D Clause 3.1. For the purpose of this project "Soft Rock" will have the same meaning as Intermediate excavations as defined in SANS 1200D Clause 3.1.

Boulder excavation definitions as stated in SANS 1200D will not apply.

Classification of soils and gravel is in accordance with SANS 1200M: 1996 Table 3A & 3B or TRH14.

Open face excavation is in accordance with SANS 2001: Part BE1.

Shoring to soil drainage piping and manholes

The tenderer must take note that the price for soil drainage piping and manhole installation must include for any temporary support that may be required to prevent the trenches or manhole excavations from collapse during installation. No additional cost will be entertained.

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Bills of Quantities
 Bill No. 13
 EXTERNAL WORKS

Reinforced concrete work

All aspects of structural concrete work (plain and reinforced) for civil engineering and building construction shall be in accordance with the requirements of SANS 2001: Part CC1 and SANS 0155 (Accuracy in Building). Any discrepancies are to be referred to the Engineer.

1.1 Concrete mixes: All concrete mixing shall conform to SANS 2001: Part CC1. Specialised concrete applications will be referred to the Engineer. All aggregates used are to be approved by the Engineer. The water is to be clean as for human consumption.

1.2 Concreting: Concreting shall conform to SANS 2001: Part CC1. All dirt and trash shall be removed from the formwork before concreting. Concrete shall be thoroughly consolidated by means of tamping or vibration.

1.3 Maintaining reinforcement in position: The Contractor shall ensure that the correct concrete cover is maintained during the casting of concrete. In order to do this the Contractor shall provide suitable concrete or plastic cover blocks. All reinforcing is to be inspected and approved by the Engineer prior to casting of concrete. The Engineer shall be given 24 hours notice prior to any inspection required.

1.4 Cure: All new concrete shall be thoroughly cured by means of a resin-based curing compound or as approved by the Engineer.

Viewing of the site

Before submitting his tender, the Tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done. 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.

Hot dip galvanising

Where hot dip galvanising is specified, it should be executed in accordance with SANS 121:2011 (ISO 1461:2009), unless otherwise described.

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 EXTERNAL WORKS

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PAVED MAIN PARKING BAYS/ROADWORKS

All roadworks, unpaved roadworks, paving, walkways, etc. must be maintained throughout the whole contract period, whether or not sections have achieved completion or not. The whole of these elements must, additionally, be maintained for a period of twelve (12) months after Practical Completion.

Existing paving:

1	Clean the existing parking area to remove all loose material, remove vegetation growth, apply herbicide and prepare surface to received new road markings (elsewhere measured) [25]	m ²	5 045
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White road marking paint to SANS 731 on concrete pavers:

2	Line 100 mm wide for parking bay	m	811
3	Ditto but 500 mm wide to form standard zebra crossing	m	16
4	Four letters arranged to read "STOP", size 1000 x 4000mm long overall	No	3
5	Seven letters arranged to read "NO ENTRY", size 1000 x 4000mm long overall	No	2
6	Supply and erect statutory "STOP" road sign type R1 size 610mm	No	3
7	Supply and erect statutory "EXIT" road sign type R3 size 914mm	No	2
8	Supply and erect statutory "NO ENTRY" road sign type R3 size 914mm	No	2

Yellow road marking paint to SANS 731 on concrete pavers:

9	Traffic arrow 4000mm long and 400mm wide	No	16
10	GM6.3 wheelchair sign size overall 1200 x 1200mm	No	4

UNPAVED ROADWORKS

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 Bill No. 13
 EXTERNAL WORKS

<u>Site clearance, etc.:</u>				
11	Remove topsoil and vegetation to a depth of 100mm and deposit on site in stockpiles where directed by the Engineer. [51]	m ²	940	
12	Remove growing weed to existing gravel road and prepare to receive layer of G5 (elsewhere measure). [49]	m ²	793	
<u>Earth filling supplied by the Contractor under roads, etc.:</u>				
13	G5 Material in accordance with SANS 1200DM with 5% cement as stabilise in 150mm layers compacted to a minimum of 95% Mod AASHTO dry density. [49][51]	m ³	560	
<u>Compaction of surfaces:</u>				
14	Compaction of in-situ surfaces, etc. including scarifying for a depth of 150mm, breaking down oversized material and compacting to a minimum of 93% Mod AASHTO dry density. [51]	m ²	940	
<u>Prescribed density tests on filling:</u>				
15	Modified AASHTO density test. [49][51]	No	12	
16	CBR test in accordance with Method A8 of TMH 1. [49][51]	No	2	
<u>STORMWATER RETICULATION/CHANNELS</u>				
Precast concrete channels, etc. shall be manufactured in suitable lengths.				
<u>Stormwater furrow:</u>				
17	Form stormwater channel 1000 x 200mm deep with 1% slope by clearing, levelling, compacting insitu material to 90% Mod AASHTO density. [52]	m	200	
<u>STORMWATER DRAINAGE</u>				
<u>Catchpits:</u>				
18	Complete existing stormwater catchpit sized 1200 x 1200mm (approximate) by removing all debris inside, construct concrete benching inside, install cementile or similar approved code MS 1201 reinforced concrete Catchpit cover with lid bedded in 1:3 cement mortar.	No	1	
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Stormwater headwall:

19 Stormwater headwall 990mm wide at stormwater outlet to connect to 160mm stormwater pipe (elsewhere measured), projecting for a length of 470mm to extreme width of 11460mm wide, comprising of 150mm thick reinforced concrete (20MPa/19mm) base with Type 245 fabric reinforcement with 230 x 230mm concrete edge to base at extreme side and 230mm brick wing walls on sides for a length of 1220mm, tapering down on two sides from 600mm to 285mm high complete with soldier course brickwork to top of inlet and wing walls with 10mm plaster on visible surfaces including all necessary excavating, compaction to base, carting away, etc.[LI]

No 1

Sundries:

20 Reno mattress cage size 2000 x 1000 x 500mm deep using 50mm galvanised diamond mesh stitched closed, lined with "Bidim A14" geotextile fabric and filled with 100mm stones including necessary excavating, carting away, etc.

No 2

Testing:

21 Allow for testing all external stormwater reticulation piping and components

Item

PERIMETER FENCING AND GATES

Clearing of site:

22 Allow for clearing site for the width of 1m where fencing runs are to be erected including removing trees, shrubs, etc. not exceeding 200mm girth, grubbing up roots and roughly levelling

m 80

Betafence or other approved fencing panels and posts complete with all components, setting up, adjusting, etc.:

PVC coated high security fencing and gates. All bolts, nuts and washers to be stainless steel Grade 304. Fixators to be stainless steel Grade 304 and PVC coated. Fence system to be maintenance free and shall carry a 10 year insurance underwritten anti-corrosion guarantee for material and workmanship issued for original panels, posts and fixators. The supplier/erector to be ISO 9001 compliant.

Carried to Summary

R

Bills of Quantities
Bill No. 13
EXTERNAL WORKS

Completion of Kwelera National Botanical Gardens Phase 1b

	Allowance shall be made as required to excavate areas that are too high and to fill depressions with approved filling, carted on site where necessary and well compacted prior to erection of fencing			
23	2100mm High density anti climbing and anti-cut pressed mesh panel fencing, formed of 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with marine fusion bond coating with aperture size 76,2 x 12,7mm and reinforcing V-section ribs. Panels with a maximum width of 3305mm (or as determined on site) and laterally strengthened by 4 x 50mm deep V-profiled horizontal stiffener bends to ensure sufficient rigidity, complete with 75mm 70 degree flanges along sides, top and toe and secured to fencing posts (elsewhere measured). [52]	m	80	
24	600mm high Anti-burrow underdig mesh panel form of 76,2 x 12,8mm rectangular apertures with horizontal and vertical core wire of 3mm diameter thickness PVC coated Anthracite RAL7021 to a minimum thickness of 200 microns using fluidized bed PVC coating machine, panels to maxim size of 3048 x 600mm high, including excavations, backfilling, etc. [52]	m	80	
25	2,5mm Thick x 100mm high hot dip galvanised sawtooth spikes formed of toughened steel, fitted to top of fencing with M8 x 30mm cup square bolts. [52]	m	80	
26	2900mm High H-profile secure post formed of 70 x 44 x 2mm thick hollow section, PVC coated Anthracite RAL7021 to a minimum thickness of 200 microns using fluidized bed PVC coating machine, complete with required locking recess mechanism (spider fixators and shear nuts) for fixing to panels (elsewhere measured) and embedded in and including unreinforced concrete (15MPa/19mm) base size 400 x 400 x 600mm deep, including excavations, backfilling, etc. [52]	No	27	
27	2900mm High H-profile end post formed of 70 x 70 x 1,6mm thick hollow section, PVC coated Anthracite RAL7021 to a minimum thickness of 200 microns using fluidized bed PVC coating machine, complete with required locking recess mechanism (spider fixators and shear nuts) for fixing to panels (elsewhere measured) and embedded in and including unreinforced concrete (15MPa/19mm) base size 400 x 400 x 600mm deep, including excavations, backfilling, etc. [52]	No	2	
	Carried to Summary			R
	Bills of Quantities Bill No. 13 EXTERNAL WORKS			

28	Hot dip galvanised double gate in two equal leaves hung folding, each leaf consisting of 50 x 50 x 2mm hollow section outer framing and one mullion, all mitred and welded at all intersections, internal 30 x 4mm flat section welded onto inside of all outer framing, two cut-outs each size 120 x 200mm high formed of outer framing and flat section as described above, filled in with 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with marine fusion bond coating with aperture size 76,2 x 12,7mm and reinforcing V-section ribs, cut to size and secured tautly around all edges to flat section with 4mm diameter self tapping screws 30mm long at 100mm centres all around, each leaf fitted with a pair of approved hinges, secured to and including 100 x 100 x 3mm hollow section hot dip galvanised gate post 3m long, lower section of post cast into 450 x 450 x 600mm unreinforced concrete (15MPa/19mm) base, including all excavations, filling, etc., fitting one 100mm horizontal sliding and two 200mm drop bolts (complete with two keeps in concrete), one heavy duty brass padlock, etc. overall size 2500 x 2100mm high. [52]	No	1	
<u>Sundries:</u>				
29	Remove rust to existing fencing panels and paint with approved quality paint to match. [48]	m ²	15	
30	Clean down cement and concrete spills on weldmesh fencing. [48]	m ²	5	
31	Replace sliding gate rial with galvanised rail including bedding in concrete. [48]	m	13	
<u>SEWER POND</u>				
<u>Brickwork of NFX bricks (14MPa nominal compressive strength) in Class II mortar:</u>				
32	One brick wall in two half brick skins, the two skins tied together with and including galvanised wire ties [52]	m ²	7	
<u>4:1 Cement plaster (SANS 2001) steel trowelled on brickwork/concrete:</u>				
33	On external walls. [52]	m ²	14	
Carried to Summary				R
Bills of Quantities Bill No. 13 EXTERNAL WORKS				

Lockable manhole covers

34	600mm diameter lockable circular type M4A product or similar approved manhole SANS 1882 medium duty Dough Moulding compound 4A hinged lid and frame cast into concrete upstand. [52]	No	1
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Topsoil supplied by the Contractor, including spreading and levelling:

35	Sewer pond area, grassed areas, etc. [52]	m ³	100
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Carried to Summary

R

Bills of Quantities
 Bill No. 13
 EXTERNAL WORKS

	Page No		Amount R
Section No. 1			
Bills of Quantities			
Bill No. 13			
EXTERNAL WORKS			
<u>COLLECTION PAGE</u>			
Total Brought Forward from Page No.	58		
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EXTERNAL WORKS			-----

Item No	Quantity	Rate	Amount R
<p><u>BILL No. 14</u></p>			
<p><u>PROVISIONAL SUMS, ETC.</u></p>			
<p>The Tenderer is referred to the relevant Clauses in the Supplementary Preambles hereunder and Department of Public Works PW371 document</p>			
<p><u>SUPPLEMENTARY PREAMBLES</u></p>			
<p><u>General</u></p>			
<p>Work for which budgetary allowances are provided will be measured and valued in accordance with Clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances.</p>			
<p>Prime Cost amounts and Provisional Sums are nett. Prime Cost amounts include for delivery to site of all articles concerned.</p>			
<p>Provisional Sums are for material and equipment supplied and installed complete by firms of specialists.</p>			
<p><u>SPECIALIST WORK</u></p>			
<p><u>ATTENDANCE</u></p>			
<p>General attendance on Nominated Sub-contractors' work shall be deemed to include the following:</p>			
<p>1. Access to the site and places where the sub-contract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the Contractor;</p>			
<p>2. The provision of water and lighting and of single phase electric power to a position within 50 metres of the place where sub-contract work is to be carried out but excluding water, fuel and power for commissioning of the installation for which the sub-contractor shall be responsible;</p>			
<p>3. The provision of an area for the sub-contractor to establish office accommodation, temporary workshops and for the storage of plant and material;</p>			
<p>Carried to Summary</p>			R
<p>Bills of Quantities Bill No. 14 PROVISIONAL AMOUNTS</p>			

- 4. The use of erected scaffolding belonging to the Contractor, in common with others having the like right, whilst it so remains erected upon the site;
- 5. The use of mess rooms, latrine, health and welfare facilities and the like, where provided;
- 6. The use of site telephone and facsimile machine, where provided, subject to the payment by the sub-contractor for all his outgoing calls.

ELECTRICAL INSTALLATION BY NOMINATED/SELECTED SUB-CONTRACTOR

- 1 Provide the sum of R300 000.00 (Three Hundred Thousand Rand) for Electrical Installation complete by a Nominated/Selected Sub-contractor
- 2 Add for profit
- 3 Allow for attendance

Item 300 000.00

Item

Item

GLASS SCREEN AT TURNSTILE INSTALLATION BY NOMINATED/SELECTED SUB-CONTRACTOR

- 4 Provide the sum of R70 000.00 (Seventy Thousand Rand) for stainless steel and toughened safety glass screens between existing turnstiles
- 5 Add for profit
- 6 Allow for attendance

Item 70 000.00

Item

Item

FIRE BOOSTER PUMP, IRRIGATION PUMP INSTALLATION AND ASSOCIATED PIPEWORK AND FITTINGS INSTALLATION BY NOMINATED/SELECTED SUB-CONTRACTOR

- 7 Provide the sum of R1 400 000.00 (One Million Four Hundred Thousand Rand) for The installation of fire booster pumps, housing, pipework and fittings by specialist
- 8 Add for profit
- 9 Allow for attendance

Item 1 400 000.00

%

%

Carried to Summary

R

Bills of Quantities
 Bill No. 14
 PROVISIONAL AMOUNTS

**BOREHOLE, ENCLOSURES & MANUAL PISTON
BAILER SYSTEM**

10	Provide the sum of R200 000.00 (Two Hundred Thousand Rand) for the a single borehole, Two borehole enclosures (one to a completed borehole) and piston bailer system for sample testing purposes, including water sample testing.	Item	200 000.00
11	Add for profit	%	
12	Allow for attendance	%	

MONETARY PROVISIONS

CLO ALLOWANCE

13	Provide the sum of R25,500.00 (Twenty Five Thousand Five Hundred Rand) for the employment of a Community Liaison Officer (R8500.00 per month for duration of contract plus sundries)	Item	25 500.00
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**TESTING AND COMPLIANCE OF PREVIOUSLY
COMPLETED WORKS**

14	Provide the sum of R30 000.00 for testing sewer reticulation from a previous contract including camera surveillance of pipeline and providing footage thereof to be approved by the Engineer.	Item	30 000.00
15	Add: Mark-up	%	
16	Provide the sum of R10 000.00 for pressure testing domestic water pipeline as determined by the Engineer.	Item	10 000.00
17	Add: Mark-up	%	
18	Provide the sum of R10 000.00 for pressure testing irrigation pipeline as determined by Engineer	Item	10 000.00
19	Add: Mark-up	%	
20	Provide the sum of R10 000.00 for pressure testing fire main pipeline as determined by Engineer	Item	10 000.00
21	Add: Mark-up	%	

Carried to Summary

R

Bills of Quantities
Bill No. 14
PROVISIONAL AMOUNTS

Section No. 1

Bills of Quantities

Bill No. 14

PROVISIONAL AMOUNTS

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Section No. 1

Bills of Quantities

SECTION SUMMARY - Bills of Quantities

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2	HEALTH AND SAFETY	30	
3	ALTERATIONS (PROVISIONAL)	35	
4	ROOF COVERINGS	36	
5	CARPENTRY AND JOINERY	41	
6	CEILINGS ETC	44	
7	IRONMONGERY	48	
8	METALWORK	51	
9	PLASTERING	52	
10	TILING	53	
11	GLAZING	54	
12	PAINTWORK	57	
13	EXTERNAL WORKS	67	
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Section No	<u>FINAL SUMMARY</u>	Page No	Amount R
1	Bills of Quantities	72	
	Subtotal		R
	<u>CONTINGENCIES</u>		
	Allow the sum of R200 000.00 (Two Hundred Thousand Rand) for Contingencies to be used or deducted in full at the Principal Agent's discretion		R
	Sub Total		R
	ADD: Value added Tax at 15%		R
	TOTAL BUILDING WORKS INCLUDING VAT		R
	TOTAL CARRIED TO FORM OF TENDER		R

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

- C3.1 DESCRIPTION OF THE WORKS
- C3.2 CONSTRUCTION
- C3.3 MANAGEMENT

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

C3.1. Description of the Works

C3.1.1 Employer’s Objectives

The employer’s objective is to deliver improved infrastructure in the Kwelera National Botanical Garden.

C3.1.2 Overview of the Works

The works is to comprise the completion of the facility to achieve occupancy.

C3.1.3 Extent of the Works

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

- Remedial works to the buildings already constructed
- Electrical compliance certificates
- Roadworks (gravel)
- Fire reticulation with booster pumps and connection to existing water storage reservoir
- Remedial works at the sewer pond
- Irrigation pump, electrical supply and connection to existing irrigation.

The construction period will be **2 months (incl. Builder's holiday)**.

C3.1.4 Location of the Works

The National Herbarium Building site is located at the Kwelera National Botanical Garden, East London.(GPS -32.90762228637347, 28.066896393198217)



C3.1.5 Description of Site and Access

The site can be accessed via the tarred Kwelega Rd

C3.1.6 Temporary Works

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

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
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Construction

C3.1.7 Construction Standards

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

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

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

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

C3.1.8 Plant and Materials

C3.1.8.1 Plant and Materials Supplied by the Employer

None

C3.1.9 Construction Equipment

C3.1.9.1 Requirements for Equipment

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

C3.1.9.2 Equipment Provided by the Employer

None

C3.1.10 Existing Services

C3.1.10.1 Known Services

The successful bidder is required to locate existing services for connection of services.

C3.1.10.2 Treatment of Existing Services

Contractor to use caution.

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

There are no ground services expected to be disturbed during construction.

C3.1.10.4 Damage to Services

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

C3.1.11 Site Establishment

C3.1.11.1 Services and Facilities Provided by the Employer

None.

C3.1.11.2 Facilities Provided by the Contractor

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

C3.1.11.3 Storage

No requirements are specified.

C3.1.11.4 Other Facilities and Services

No requirements are specified.

C3.1.11.5 Vehicles and Equipment

No requirements are specified.

C3.1.11.6 Advertising Rights

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

C3.1.11.7 Notice Boards

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

C3.1.12 Site Usage

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

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
CONTRACT NO:	SANBI: G561/2025

C3.2. Management

C3.2.1 Planning and Programming

C3.2.1.1 General

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

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

The programme shall be produced by the contractor as follows:

- a) A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal 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.

C3.2.1.2 Submission of Programme

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

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

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

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

C3.2.1.3 Default in submission of programs

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

C3.2.2 Health and Safety

C3.2.2.1 Health and Safety specification

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

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

PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
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C4.1 SITE INFORMATION

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PART C: THE CONTRACT

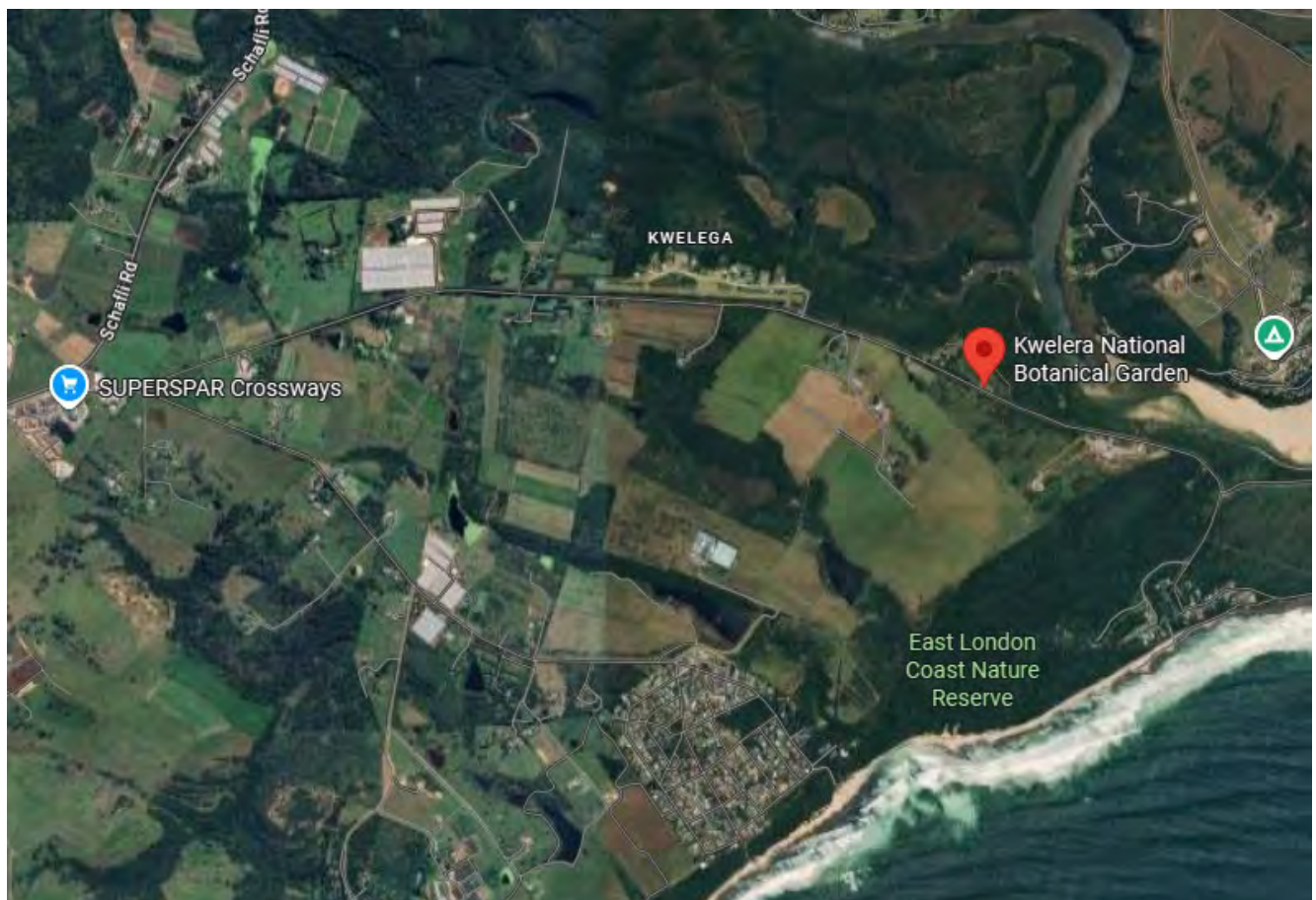
Part C4: Site Information

PROJECT TITLE:	APPOINTMENT OF THE CONTRACTOR FOR THE COMPLETION OF THE REMAINING WORKS FOR PHASE 1.2, THE CONSTRUCTION OF NEW INFRASTRUCTURAL ASSETS AT THE KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON
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C4.1 Site Information

C4.1.1 Site Location

The site is located at the Kwelera National Botanical Gardens, Kwelega Rd, East London



C4.2. Annexure F

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS WHO ARE ON CONTRACT WITH SANBI

C4.2.1 Scope

This specification establishes general requirements to enable SANBI and the Contractors to satisfy the requirements of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014 as amended.

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 to be a threat to the health and safety of persons.

This specification establishes generic health and safety requirements for health and safety as stated in the scope of work associated with a contract and

- provides the overarching framework within which the Contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993;
- establishes the manner in which the Contractor is to manage the risk of health and safety incidents in the execution of the contract; and
- establishes the manner in which the Employer's health and safety agent will interact with the Contractor.

C4.2.2 Requirements

C4.2.2.1 General requirement

The Contractor shall:

- create and maintain a safe and healthy work environment,
- 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; and
- respond to the notices issued by the SANBI's Health and Safety Agent as follows:
 - Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - Contravention Notice: rectify contravention as soon as possible;
 - Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Any incident occurring as a result of the contractors' negligence which may affect SANBI employees will be claimed against the contractor.

C4.2.3 Administration

C4.2.3.1 Application and Notification of intention to commence construction work

C4.2.3.1.1 Application for construction work permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work will:

- exceed 180 days;
- will involve more than 1800 person days of construction work; or
- the works contract is of a value equal to or exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 5.

An application must be done in a form similar to Annexure 1 in the Regulation and a site-specific number assigned by the Provincial Director must be displayed on site.

C4.2.3.1.2 Notification of construction work

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will:

- include excavation work;
- include working at a height where there is risk of falling;
- include the demolition of a structure; or
- include the use of explosives to perform construction work.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

C4.2.3.2 Copy of the Act

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

Good standing with the compensation fund or a licensed compensation insurer

The Contractor shall, before commencing with any works on the site, provide the SANBI with proof of good standing with the compensation fund or with a licensed compensation insurer.

C4.2.3.3 Emergency procedures

The Contractor shall submit for acceptance to the SANBI 's Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the SANBI's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

C4.2.3.4 **Health and safety file**

The Contractor shall maintain on site a health and safety file which contains copies of the following;

C4.2.3.4.1 **Documents required before the contractor commences with construction activities**

- the Contractor's health and safety policy, signed by the chief executive officer, which outlines the Contractor's objectives and how they will be achieved and implemented by the Contractor
- the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
- the letters of appointment, as relevant, of the construction supervisor for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
- a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations where applicable;
- the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations where applicable;
- the preliminary hazard identification undertaken by a competent person;
- the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
- the contractor's health and safety plan;
- the emergency procedures;
- the procedure for the replacement of lost, stolen, worn or damaged personal protective clothing and
- proof that the contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

C4.2.3.4.2 **Documents required after construction activities have commenced**

- the letters of appointments, if relevant, of:
 - persons who are required to assist the construction supervisor;
 - safety officers;
 - health and safety representatives;
 - replacement construction supervisor, and
 - assistants of construction supervisor.
- any revisions to the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers;
- each and every subcontract agreement;
- proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- proof of all subcontractor's induction training whenever it is conducted;
- copies of the minutes of the Contractor's subcontractor's health and safety meetings;
- copies of each of the Contractor's subcontractors' health and safety policy, signed by the Chief Executive Officer, which outlines the Contractor's objectives and how they will be achieved and implemented by the Contractor;

- the health and safety plans of all the Contractor's subcontractors who are required to provide such plans;
- a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- any report made to an inspector by the health and safety committee;
- the minutes of all health and safety meetings and any recommendations made to the Contractor by the health and safety committee;
- the findings of all audit reports made regarding the implementation of the Contractor's or a subcontractor's health and safety plan;
- the inputs of the safety officer, if any, into the health and safety plan;
- details of induction training conducted whenever it is conducted including the list of attendees;
- proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
- letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- A copy of risk assessments made by competent person;
- records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- the names of the first aiders on site and copies of the first aid certificates of competency;
- the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- details of all incidents together with the Contractor's report on such incident; and
- the record of inspections carried out by the designers of structures to ensure compliance with designs.

The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the SANBI's Health and Safety Agent or employee of the Contractor upon the request of such persons.

The Contractor shall hand over the health and safety file to the SANBI's Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

C4.2.3.5 Health and safety committee

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 persons nominated by the Contractor. Such meetings shall be convened at least once every month to:

- make recommendations to the Contractor 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.

The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

SANBI Health and Safety Agent shall be invited to attend such meetings as an observer.

C4.2.3.6 Inspections, formal enquires and incidents

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.

The Contractor shall record all incidents and notify the SANBI's Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and reports such incidence to an inspector.

The Contractor shall investigate all incidents and issue the SANBI's Health and Safety Agent with copies of such investigations.

C4.2.3.7 Personal protective equipment and clothing

The Contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

C4.2.4 Appointments

C4.2.4.1 Health and safety representatives

The Contractor shall appoint in writing one health and safety representative for every 50 employees 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 their 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 health or safety audit.

The Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

C4.2.4.2 Appointment of construction supervisor and safety officers

The Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full time or part-time construction safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers.

C4.2.4.3 Competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- operation of batch plants;
- explosive power tools;
- vehicles and mobile equipment;
- fire equipment; and
- the stacking and storage of articles on the site.

The Contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and
- prepare a fall protection plan.

C4.2.5 Creating and maintaining a safe and healthy work environment

C4.2.5.1 General

The Contractor shall with respect to the site and the construction works that are contemplated:

- cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- 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.

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
- account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information 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.

The Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification

C4.2.5.2 Risk assessment

The Contractor shall before the commencement of any work on site 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, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- provide a monitoring plan; and
- provide a review plan.

C4.2.5.3 Health and safety plans

The Contractor shall prior to commencing the works to which this specification applies, submit to SANBI’s Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan must be specific to the current project and shall as a minimum provide:

- the information about hazards associated with the task to be performed; and
- an outline of the manner in which the Contractor intends complying with the requirements of this specification.
- The arrangements to ensure the safety of all SANBI staff affected by the activities of the project/work.
- The manner in which hazards will be communicated to all staff/including SANBI employees.

C4.2.5.4 Responsibilities towards employees and visitors

The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to their 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 respect to those hazards or safe work procedures. Safety for SANBI employees must be considered throughout the project life cycle.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- unauthorized entrance prohibited;
- signage to indicate what personal protective equipment is to be worn; and
- activity related signs.

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.

C4.2.6 Subcontractors

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 safely perform the work falling within the scope of the contract.

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 any work specific information which might be pertinent to the sub-contract.

C4.2.7 First aid, emergency equipment and procedures

The Contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

C4.2.8 Facilities for workers

The Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- at least one shower facility for every 15 workers
- at least one sanitary facility for every 30 workers;
- changing facilities for each sex; and
- sheltered eating areas.

2.5.4.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available

C4.2.9 Waste management

Construction will result in waste generation although in different scales depending on the nature and size of the project.

The goal for construction waste management is primarily the reduction of waste generated. Waste reduction is the responsibility of all on site, as it relates to materials procurement, handling, storage and use. Waste generated during construction will be reused, recycled or disposed to landfill.

Waste collection during building works will be appropriately managed through the staged nature of construction and the use of known quantities of materials. The majority of recyclable material that could be recovered during construction is likely to be off cuts and discards of concrete reinforcement (steel), metal off cuts, drainage pipes, telecommunication and electrical cabling, plastics, paint and timber.

No uncontrolled hazardous materials or dangerous goods will be stored on site.

Principal contractor will be required to provide waste management plan before construction work commences.

C4.2.10 Points to remember - Legal

C4.2.10.1 Requirements

- Application for construction work permit
- Notice of construction work
- Letter of good standing from the Department of Labour/ Insurance
- Risk assessment and safe working procedures
- Appointment letter of Principal contractor and other legal appointments
- Health and safety plan
- Valid medical certificates of fitness for employees
- Fall protection plan
- Health and safety inductions.
- Notice boards and display of site-specific number assigned to the project.
- Management of plant & noise
- Management of premises
- Management of plant, labour & materials on site
- Management of safety file

C4.3. Annexure G

GENERAL ENVIRONMENTAL SPECIFICATIONS

Index to Environmental Specifications

<u>Clause</u>	<u>Description</u>
E1	Location of camp and depot
E2	Demarcation of the site
E3	Refuse
E4	Protection of fauna and flora
E5	Defacement of natural features
E6	Protection of archaeological and palaeontological Sites
E7	Effluent and storm-water management
E8	Run off from construction camps
E9	Discharge of construction water
E10	Servicing/fuelling of construction equipment
E11	Fuels and chemicals
E12	Dust control
E13	Noise control
E14	Materials use, handling, storage and transport
E15	Use of cement/concrete
E16	Fuel storage and use
E17	Hazardous materials
E18	Transport of materials outside the site
E19	Fire
E20	Removal of topsoil
E21	Stabilisation of steep slopes
E22	Site Rehabilitation
E23	Landscaping and preparation for re-vegetation

E1 Location of camp and depot

The Contractor's Camp and Materials Storage Area, if required, shall be located at a position approved by the Responsible Person. No site staff other than security personnel shall be housed on site. The Contractor's Camp and Materials Storage Area, if required, shall be kept neat and tidy and free of litter.

E2 Demarcation of the site

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict their construction activities to the site. The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the Responsible Person before any work being undertaken. The Contractor shall ensure that all plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his/her own expense to the satisfaction of the Responsible Person.

If additional areas (e.g. for lay down, rest areas) are required, these must be approved in writing by the Responsible Person. The Contractor is advised that it may take approximately one week to obtain such permission from the Responsible Person.

Suitable temporary fencing may need to be erected during construction to minimise the risk of injury to the public, and animals.

E3 Refuse

Refuse refers to all solid waste, including construction debris (e.g. wrapping materials, timber, cans etc.) waste and surplus food, food packaging etc.

The Contractor shall institute an on-site waste management system that is acceptable to the Responsible Person to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be high.

All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean up of the site if so instructed by the Responsible Person. This daily/weekly clean up shall be for the Contractor's account.

The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is recommended. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by their employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off-site by a specialist waste contractor, at a permitted hazardous waste disposal site.

E4 Protection of fauna and flora

All fauna within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares. Offenders may be prosecuted in terms of the Animals Protection Act 71 of 1962.

E5 Defacement of natural features

Defacement of any features outside of the construction site shall not occur without the prior written permission of the Responsible Person. Any features defaced by the Contractor shall be restored to the satisfaction of the Responsible Person.

E6 Protection of archaeological and paleontological sites

If any possible paleontological/archaeological material is found during excavations, the Contractor shall stop work immediately and inform the Responsible Person. The Responsible Person will inform the South African Heritage Resource Agency (SAHRA) and arrange for a paleontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits from the National Monuments Council. Costs incurred will be for the Employer's account.

E7 Effluent and storm-water management

The Contractor must ensure that pollution of the ground or surface water does not occur as a result of site activities. Pollution could result from the accidental release of contaminated run-off from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run-off from stockpiles, solid waste, litter, etc.

E8 Run-off from construction camps

The Contractor shall ensure that polluted run-off (excluding silt "pollution"), such as run-off from construction camps where equipment is cleaned and/or serviced, fuel stores, workshops, etc. is not discharged overland. The Contractor shall erect an earth/brick berm 0,5 m high around such areas and shall collect all run-off from these areas and store it in a conservancy tank for removal from the site. The Contractor shall ensure that silt-laden water is not discharged directly into any surface watercourses (i.e. vleis, etc.), and shall take suitable measures to prevent this.

Natural run-off shall be diverted away from any camps towards the storm-water drains where these are available. Special care must be taken in areas susceptible to erosion, e.g. steep slopes. The Contractor shall ensure that excessive quantities of sand, silt and silt-laden water do not enter the storm-water drain system, or any surface watercourse. The Contractor shall take appropriate measures, e.g. the erection of silt traps, or drainage retention areas, to prevent silt and sand entering drainage or watercourses. Any partial or complete blockage of the storm-water drainage system shall be cleared by the Contractor at his/her own expense.

E9 Discharge of construction water

Construction water refers to all water dirtied as a result of construction activities.

The Contractor may discharge silt laden water overland and allow this water to filter into the ground. However, s/he shall ensure that he does not cause erosion as a result of any overland discharge.

The Contractor may not discharge cement-laden water overland, i.e. washings from trowels, wheelbarrows and the like.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

E10 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the Responsible Person. All waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the Responsible Person. The Contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

E11 Fuels and chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of their activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, which is intended to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long weekends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Responsible Person/ECO and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the ECO and relevant authorities, if appropriate.

E12 Dust control

The Contractor shall be responsible for the continued control of dust arising from his/her operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, due to water loss through evaporation. The use of water carts is preferred.

The Contractor shall inform the Responsible Person 48 hours in advance of anticipated "unavoidable" dust-generating activities. The Responsible Person and/or ECO may inform adjacent land users, tenants and communities about the possibility of dust pollution, and the approximate duration of the problem.

E13 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of their operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Contractor shall inform the Responsible Person 48-hours in advance of anticipated "unavoidable" noise-generating activities. The Responsible Person and/or Environmental Officer may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

E14 Materials use, handling, storage and transport

Procedure for material handling must be discussed with and approved by the Responsible Person prior to commencement of this activity.

E15 Use of cement/concrete

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing visible signs into the ground is not acceptable; and
- all aggregate is also removed.

E16 Fuel storage and use

Tanks containing fuels shall have lids and shall remain firmly shut. Only clean, empty tanks may be stored on the bare ground. Fuel stores shall be placed on a bunded sealed base - the bunds shall have a volume of 110% of the volume of the largest tank in the storage area. Any waste water or spilled fuel collected within the bund shall be disposed of as hazardous waste.

The Contractor shall take all the necessary precautions to prevent fires or spills. No smoking shall be allowed in the vicinity of the fuel stores. Failure to adhere to this specification shall be cause for a spot fine being imposed on the offender.

The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

E17 Hazardous materials

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials. If necessary, the Contractor shall obtain the advice of the manufacturer with regard to the safe handling of hazardous materials. Any claims against the Contractor shall be for his/her account.

The Contractor shall provide the Responsible Person with a list of hazardous substances on site, together with storage procedures for these materials.

The Contractor shall ensure that there is an emergency procedure to deal with accidents and incidents (e.g. spills) arising from hazardous substances. The Contractor shall report major incidents (spills in excess of 50 litres) to the Responsible Person immediately.

The Contractor shall maintain a register of spills or incidents involving hazardous materials, as well as measures taken.

The Contractor shall ensure that information on all hazardous substances is available to all personnel on site. The Contractor shall furthermore be responsible for the training of all personnel on site who will be handling the material about its proper use, handling and disposal.

E18 Transport of materials outside the site

The Contractor shall comply with all the applicable local, regional and national by-laws with regard to road safety and the transport of materials, especially hazardous and/or toxic materials. Any claims against the Contractor shall be for their account.

The Responsible Person shall provide the Environmental Officer with a schedule of the proposed transportation of significant quantities of hazardous material onto the site, before commencing work on site. The Environmental Officer may request further details or notifications of specific material movements if considered necessary.

E19 Fire

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his/her activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on- or off-site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

E20 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stock-piled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the Responsible Person.

E21 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run-off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Where re-vegetation of slopes is undertaken, this shall be in accordance with the specification provided in EP6.

Slopes that are susceptible to accidental damage during construction shall be protected to reduce the risk of disturbance.

Any erosion that does occur must be reinstated at the Contractor's cost.

E22 Site rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones. The Contractor shall re-vegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rot ovation or other means, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

E23 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before re-vegetation is commenced, the Contractor shall, at their own cost, loosen the crust by scarifying to a depth of 150 mm.

ANNEXURE A: DRAWINGS

DRAWING NO.	DRAWING TITLE
1.101 Rev 2	SITE PLAN
2.201 Rev 5	VISITORS CENTRE
7.201 Rev 2	STAFF FACILITY
11.201 Rev 5	GUARD HOUSE
	ASSESSMENT REPORT - ARCHITECTURAL
	ASSESSMENT REPORT - ELECTRICAL
	ASSESSMENT REPORT – CIVIL STRUCTURAL

SANBI: KWELERA NATIONAL BOTANICAL GARDEN,
EAST LONDON

REPORT ON INCOMPLETE WORKS & DEFECTS
AS AT 21 AUGUST 2025

The logo for Impendulo Design Architects is a dark blue rectangle containing the word "impendulo" in a white, lowercase, sans-serif font. Below "impendulo" is the text "DESIGN ARCHITECTS" in a smaller, white, uppercase, sans-serif font.

impendulo
DESIGN ARCHITECTS

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
GATE HOUSE**

P1



SLIDING GATES, TRACKS & SOME FENCE PANELS RUSTING
CONCRETE SPILL ON FENCE TO RIGHT OF OUTGOING LANE



WC CEILING & LIGHTS INCOMPLETE
REPAINT TIMBER DOORS
SEAL AROUND WINDOW FRAMES & REVEALS
WEEDS IN PAVING



DIRTY ROOF SHEETS
ONLY HALF OF DAMAGED GATEHOUSE
ROOF SHEETS REPLACED & HALF GREEN
& HALF GREY. TO BE REPLACED COMPLETE

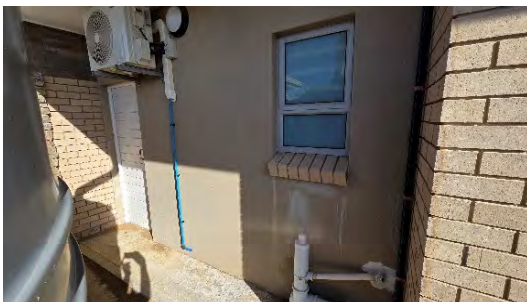
**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
VISITOR CENTRE**



**DAMAGED BARGEBOARD ON RIGHT SIDE & ALL EAVES & BARGEBOARDS TO BE REPAINTED
WEEDS IN PAVING**



**POLE SCREENS TO YARDS NOT SECURED & INCOMPLETE ON RIGHT SIDE
YARD PAVING & GATES NOT DONE**



UNTIDY PAINT PATCH REPAIR AT INVERTER STORE

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
VISITOR CENTRE**

P3



LAMINATED BEAMS SHOWING SIGNS OF WEATHERING
NO WINDOW & DOOR FRAME SEALANT IN REVEALS



UNACCEPTABLE BRICKWORK ON PLANTER
BRICK ROLLER COURSE NOT MITRED ON CORNERS
MISSING CEILING BOARDS ABOVE FIRE EXIT ON WEST GABLE
HOLES IN WINDOW CILL BRICK SIDES NOT FILLED



INCOMPLETE PAINTING TO EAVES BARGEBOARD



RUSTING STEEL BRACKETS, NUTS & BOLTS ON VERANDAH
WEEDS IN PAVING
MISSING EAVES CEILING TO LEFT OF GABLE
DAMAGED FASCIA TO RIGHT OF GABLE
REPAINT ALL EAVES & BARGEBOARDS
NO HANDRAILS ON STEPS & NO GRAB RAILS ON RAMP
CONCRETE VISIBLE ABOVE GROUND ON LEFT GABLE (WEST)

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
VISITOR CENTRE**

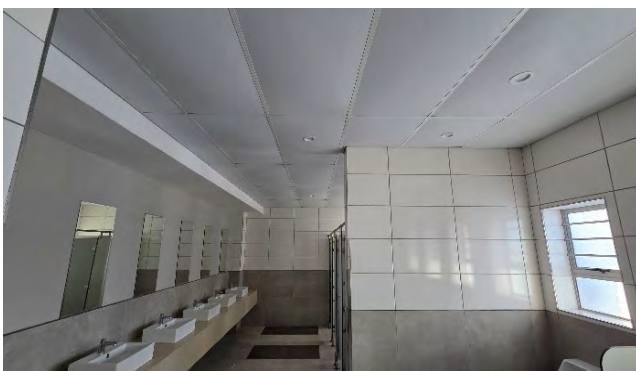
P4



NO GLASS SCREEN BETWEEN TURNSTYLE & DISABLED GATE
NO RECESSED MATS
NAILS PULLING THROUGH CEILING &
APPLY FINAL PAINT COAT
ALARM BUZZING ON ACCESS CONTROL
RELEASE



REPAINT ALL INTERIOR TIMBER DOORS
FLOOR EXPANSION JOINT SEALANT NOT
DONE
DUCT CUPBOARD DOOR QUALITY
UNACCEPTABLE & TO BE REPLACED TO
SPECIFICATION ON DOOR SCHEDULE
UNTIDY PAINT PATCH REPAIR ABOVE
SLIDING DOOR. REPAINT ENTIRE LENGTH
OF WALL
NO RECESSED MATS IN WIND LOBBIES
FIRE ESCAPE DOOR MECHANISMS NOT
FUNCTIONING CORRECTLY & REMOVE
FLUSH BOLTS ON FIXED LEAF
UNTIDY WALL REPAIR IN DISPLAY AREA
& ENTIRE WALL PANEL TO BE REPAINTED



NO HAND DRIERS INSTALLED
SAGGING CEILING BOARDS IN MALE ABLUTIONS TO BE REPLACED
NO MIRRORS IN DISABLED & BABY CHANGE ROOMS
SAGGING CEILING BOARDS & GRID IN OFFICE TO BE REPLACED
INCOMPLETE WATER PIPE REPAIR & WALL TILING IN MALE ABLUTION

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
STAFF FACILITY**

P5



LOSSE STONE CLADDING PLINTH ON LEFT ENTRANCE
REPAINT EAVES CEILING & VERANDAH CEILING
MITRED BRICK JOINTS ON YARD WALL NOT SEALED
STOCK BRICK VISIBLE ABOVE GROUND LEVEL ON YARD SCREEN WALL & ALSO IN YARD ABOVE PAVING
NO YARD GATE INSTALLED
NO WINDOW & SHOPFRONT SEALANT IN REVEALS
WEEDS IN PAVING
INCOMPLETE STONE CLADDING ON RIGHT ENTRANCE



FLOODED ELECTRICAL KIOSK & INCOMPLETE MANHOLES

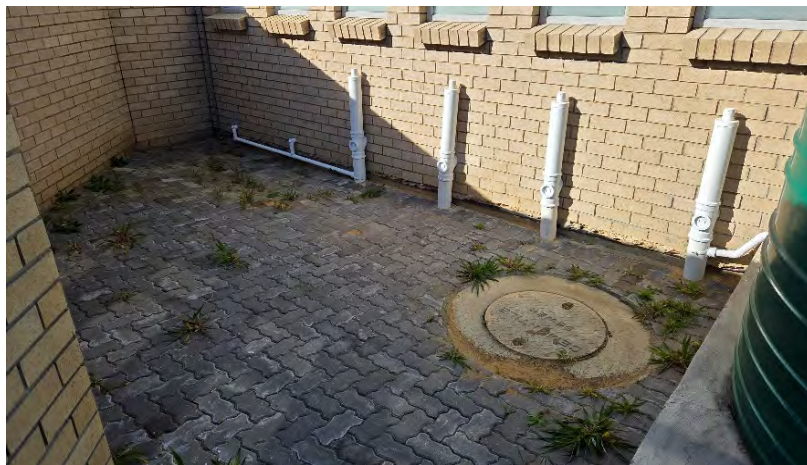
**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
STAFF FACILITY**



MISSING LIDS ON 2 RAINWATER TANKS & MISSING TAP ON 1 TANK



**INCOMPLETE ELECTRICAL SLEEVE & CABLE
& LOCATED RIGHT NEXT TO GULLEY
MISSING EAVES CEILING BOARD**



**YARD PAVING SAGGING & FALLING THE WRONG WAY &
CAUSING PONDING. ENTIRE YARD TO BE RE-PAVED TO
CORRECT FALLS AWAY FROM BUILDING & APPLY SOIL
POISONING BEFORE LAYING PAVERS
NO WINDOW & DOOR FRAME SEALANT IN REVEALS**

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
STAFF FACILITY**

P7



NO SEATS OR LOCKERS INSTALLED IN
MALE & FEMALE CHANGEROOMS
FLOOR EXPANSION JOINT SEALANT
NOT DONE
SAGGING CEILING PANEL IN MALE
CHANGEROOM
DOOR HINGE ON STEEL FRAME LOOSE
IN MALE CHANGEROOM
DIRTY SHOWER DRAINS IN MALE &
FEMALE CHANGEROOMS



MISSING CEILING BOARD IN FEMALE
CHANGEROOM
NO HAND DRIERS INSTALLED



NO MIRROR OR DRIER IN DISABLED WC
SEWR PIPE FALLS INCORRECT
LOOSE & LEAKING CISTERN

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
STAFF FACILITY**

P8



PREP BOWL SINK MIXER &
WASTE CONNECTION
INCOMPLETE. MIXER LEFT
IN BOX IN CUPBOARD
LOOSE PLUG ABOVE COUNTER



SCULLERY DOOR HAS INCORRECT DOOR PULL HANDLE, SHOULD BE LEVER HANDLE
REPAINT ALL INTERIOR TIMBER DOORS
NO SHELVING INSTALLED IN STORE ROOMS
FLOOR EXPANSION JOINT SEALANT NOT DONE
NO CUPBOARD DOORS INSTALLED AT FIRE HOSE REEL DUCT
NO DOOR STOP ON KITCHEN DOOR NEXT TO FHR DUCT

**SANBI: KWELERA NATIONAL BOTANICAL GARDEN
COMPLETION & DEFECTS LIST ON 21 AUGUST 2025
EXTERNAL WORKS & GENERAL SITE**



EROSION & INCOMPLETE SEWER
TREATMENT PLANT
NO FENCING AROUND SEWER POND



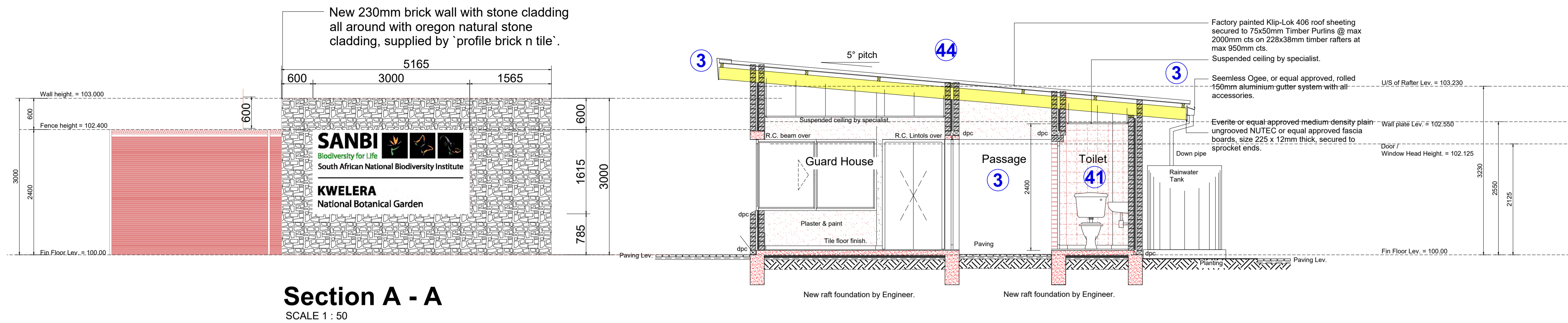
RUBBLE & OLD MATERIALS NOT REMOVED



DAMAGED PROJECT NOTICE
BOARD
CONTAINERS & BUILDING
MATERIALS LEFT
UNPROTECTED
UNACCEPTABLE FENCE
RE-INSTATEMENT AT
TEMPORARY SITE ACCESS
NEXT TO WATER RESERVOIR

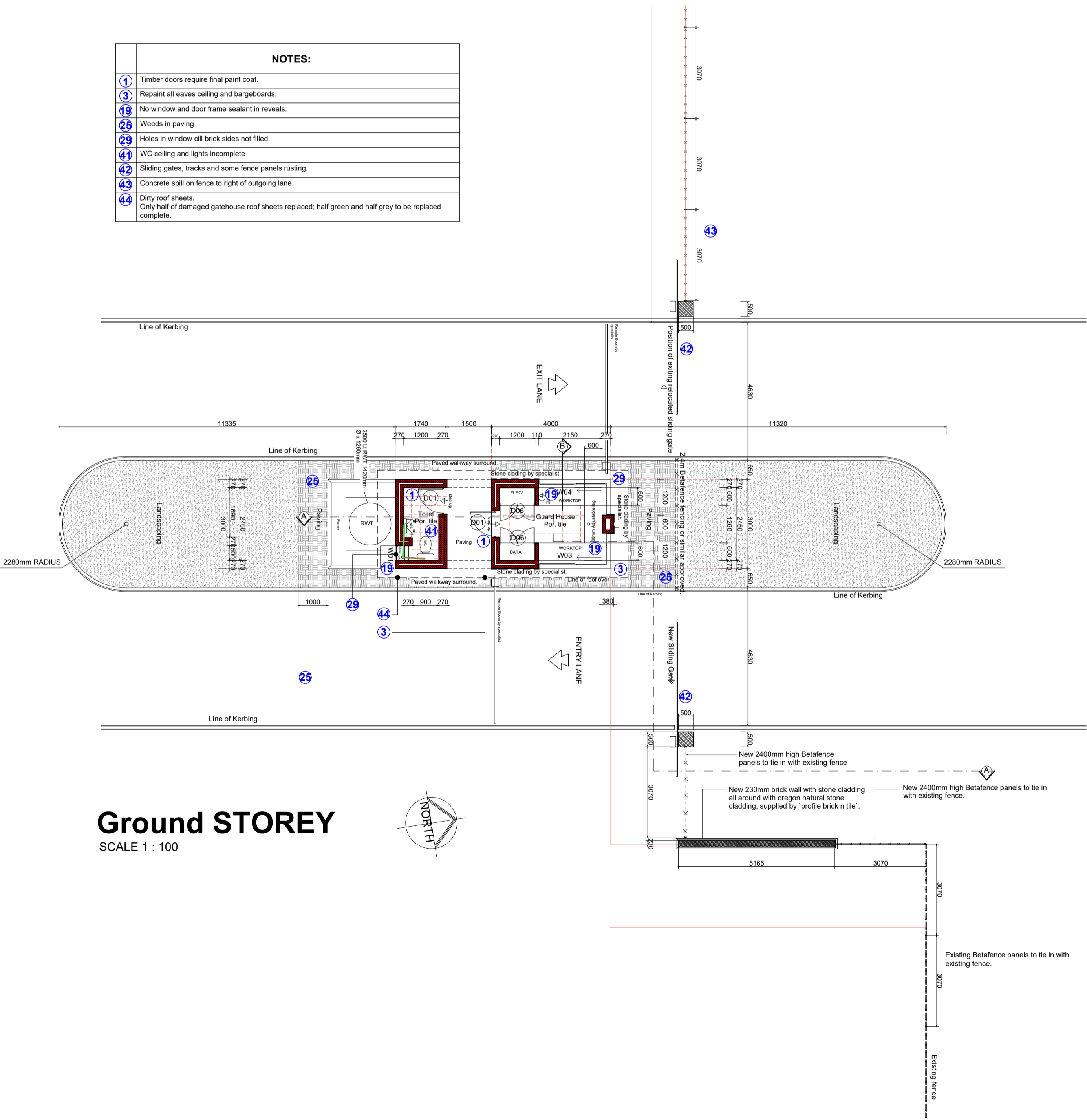
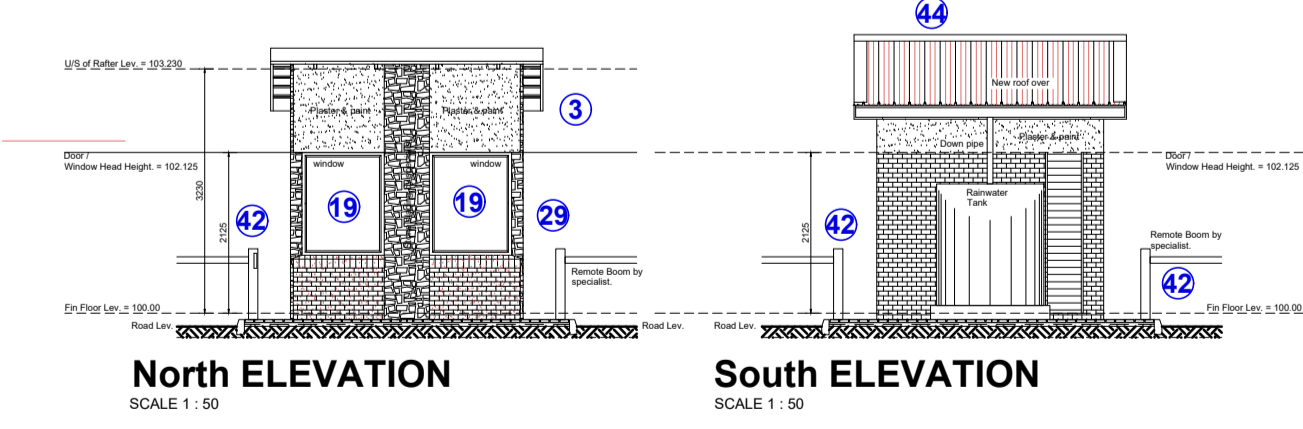
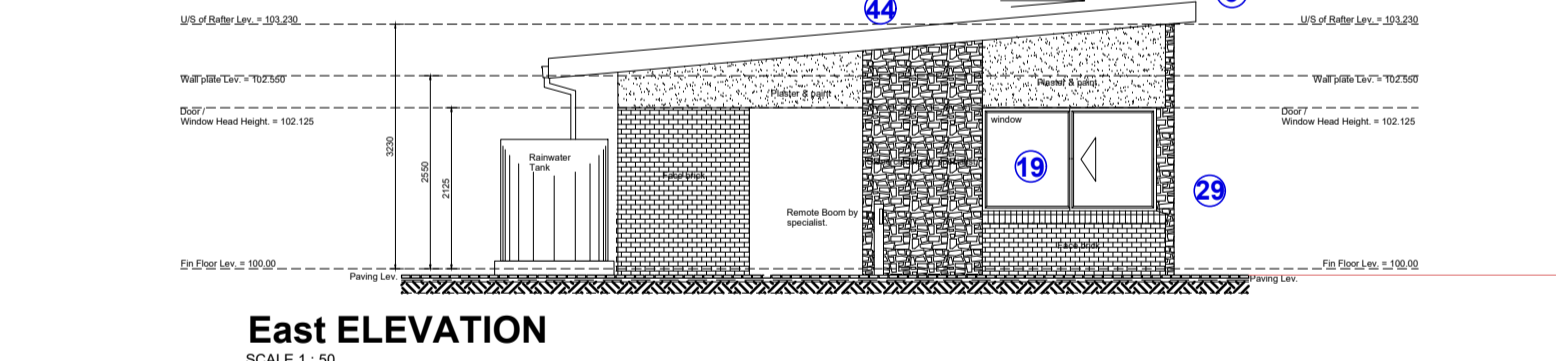
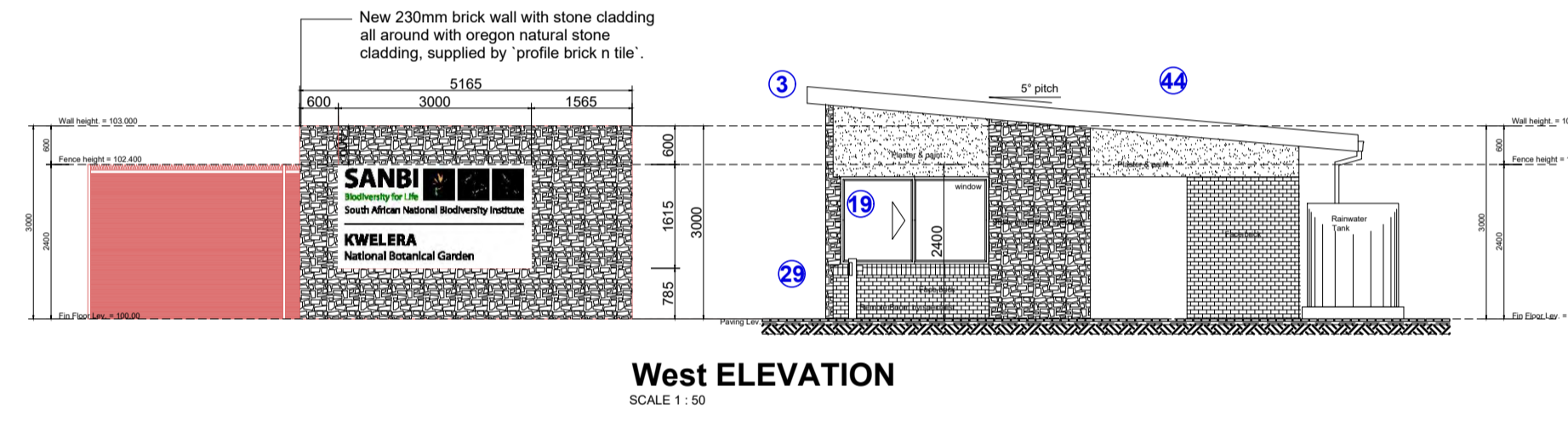


INCOMPLETE GRAVEL PORTION
OF PARKING & ACCESS ROAD
TO STAFF FACILITY
PIPE ROAD CROSSING NOT
FUNCTIONING PROPERLY
WEEDS IN PAVING
ELECTRICAL KIOSK LEANING
OVER
GENERAL SITE LEVELLING AT
BUILDINGS INCOMPLETE
GRAVEL PARKING AREA AT
STAFF FACILITY NOT DONE



NOTES:

1	Timber doors require final paint coat.
3	Repaint all eaves ceiling and bargeboards.
19	No window and door frame sealant in reveals.
25	Weeds in paving
29	Holes in window sill brick sides not filled.
41	WC ceiling and lights incomplete
42	Sliding gates, tracks and some fence panels rusting.
43	Concrete spill on fence to right of outgoing lane.
44	Dirty roof sheets. Only half of damaged gatehouse roof sheets replaced; half green and half grey to be replaced complete.



FACEBRICK & CLADDING COLOURS

A		COROBRIK or equivalent "PLATINUM SATIN FBX" facebrick
B		"OREGON" natural stone strip cladding as supplied by PROFILE BRICK N TILE or equivalent

DATE	BY	NO	DESCRIPTION
DATE	BY	NO	DESCRIPTION
2025.08.21	KM	5	ADD DEFECTS AND INCOMPLETE WORKS.
2023.06.23	CB	4	ADD RAMP, STAIRS AND PLANTER
2023.02.16	CB	3	ADD SPACE FOR GREEN WALL AS PER CLIENTS REQUEST
2022.11.28	CB	2	AMEND COLUMNS TO ENGINEERS DRAWINGS AMEND DOOR, SF & WINDOW NUMBERS
2022.10.11	CB	1	AMEND DRY PACKED STONE WALL TO 230MM BRICK WALL WITH STONE CLADDING AROUND YARD
2022.03.18	CB	0	ISSUED FOR CONSTRUCTION

Revisions - wysigings

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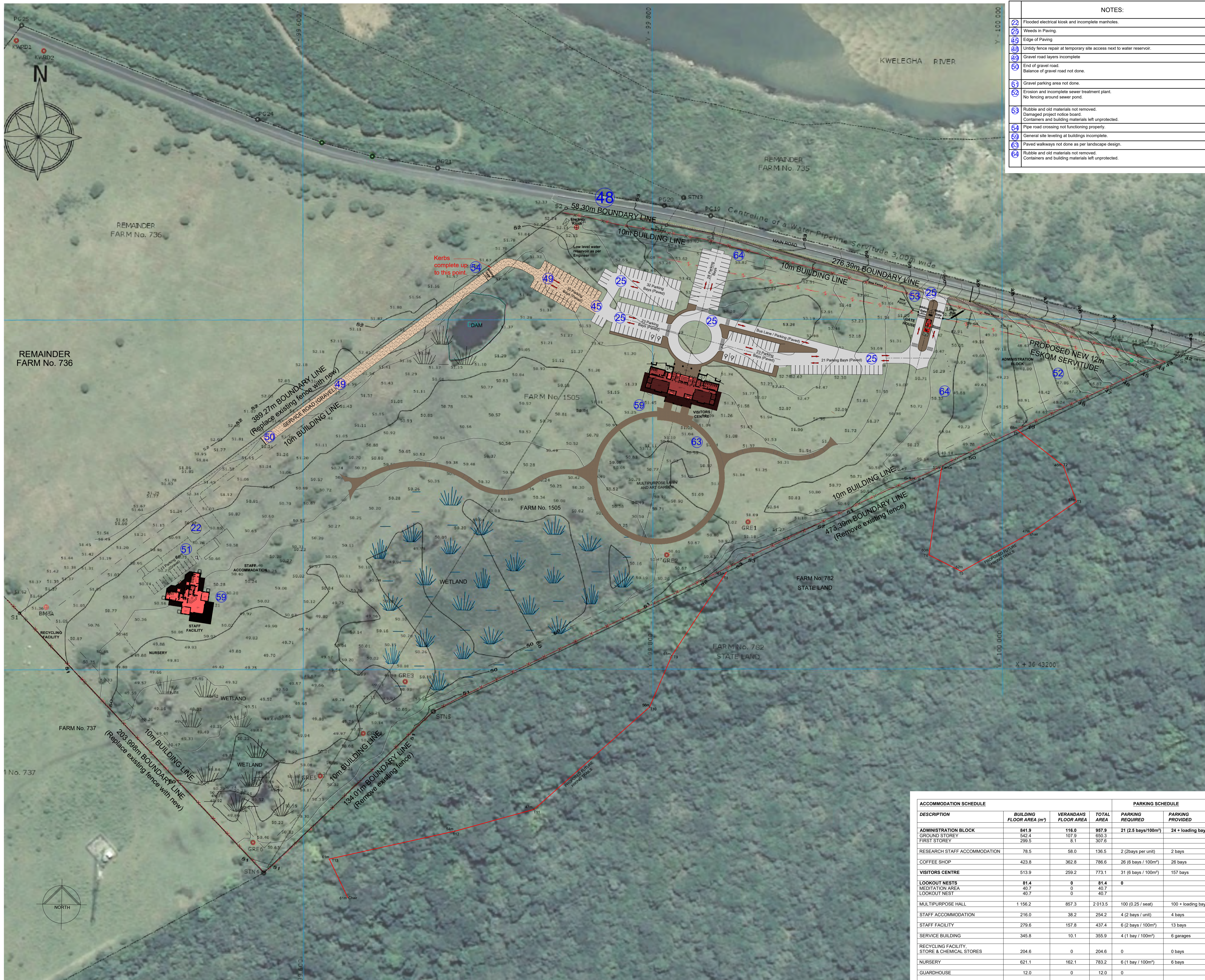
**KWELERA NATIONAL BOTANICAL GARDEN
NEW BUILDING COMPLEX AND
UPGRADING OF EXISTING FACILITIES**

**CONSTRUCTION DRAWING
FLOOR PLAN / ELEVATIONS / SECTION
GUARD HOUSE & SCREEN WALL**

SCALE	DRAWN	CHECKED	DATE
1:100	KM	JJS	JUNE 2018

PROJECT NO	DRAWING NO
E15-891	11.201

0	1	2	3	4	5
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NOTES:

- 22 Flooded electrical kiosk and incomplete manholes.
- 25 Weeds in Paving.
- 45 Edge of Paving.
- 48 Utility fence repair at temporary site access next to water reservoir.
- 49 Gravel road layers incomplete.
- 50 End of gravel road. Balance of gravel road not done.
- 51 Gravel parking area not done.
- 52 Erosion and incomplete sewer treatment plant. No fencing around sewer pond.
- 53 Rubble and old materials not removed. Damaged project notice board. Containers and building materials left unprotected.
- 54 Pipe road crossing not functioning properly.
- 55 General site leveling at buildings incomplete.
- 56 Paved walkways not done as per landscape design.
- 57 Rubble and old materials not removed. Containers and building materials left unprotected.

CITY PLANNING SCHEDULE

ERF NO	FARM 1505
ERF SIZE	104 758m ² (10.4758 ha)
ZONING	AGRICULTURE (NATURE CONSERVATION)
BUILDING LINES	STREET SIDE & REAR
	10m
COVERAGE	PERMISSIBLE ACHIEVED
	Not specified 6.48%
FLOOR FACTOR	Not specified 0.06
MAX HEIGHTS	2 storeys 2 storeys

CO-ORDINATES FOR PROPOSED TRAILS

Chair	-99625.7	3643331	0.61m
T1	-100009	3643063	0.68m
T2	-100335	3643084	0.66m
T3	-100043	3643104	0.57m
chair	-100016	3643122	0.47m
T5	-99976.9	3643144	0.52m
T6	-99958.3	3643135	0.60m
Fence	-99965	3643085	0.51m
T8	-99841.2	3643146	0.61m
T9	-99811.1	3643102	0.61m
T10	-99798.3	3643222	0.56m
T11	-99732.2	3643209	0.47m
T12	-99686.6	3643293	0.54m
T13	-99615	3643309	0.61m

Revisions - Wysings

2025.08.21	KM	2	ADD DEFECTS AND INCOMPLETE WORK
2022.07.20	CB	1	AMEND PARKING SPACE
2022.03.18	CB	0	SITE HANDOVER
DATE	BY	NO	DESCRIPTION
DATUM	DEUR	NR	BEREIKINGS

Revisions - Wysings

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**KWELERA NATIONAL BOTANICAL GARDEN
NEW BUILDING COMPLEX AND
UPGRADING OF EXISTING
FACILITIES**

**CONSTRUCTION DRAWING
SITE PLAN**

SCALE:	DRAWN:	CHECKED:	DATE:
1:100	KM	JJS	OCTOBER 2020

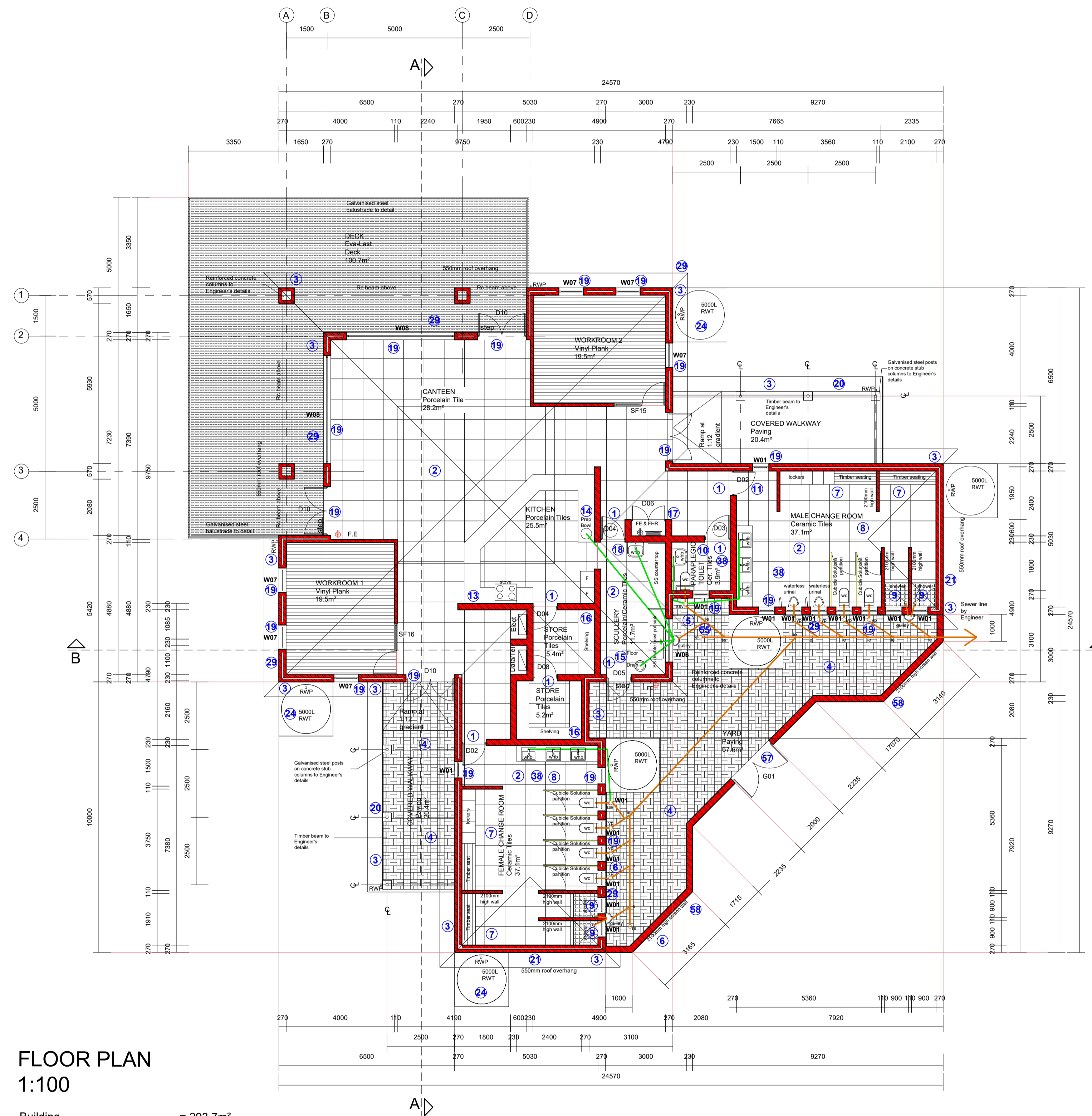
APPROVED

CLIENT: ARCHITECT (SACAP NO 5379)

E15-891 1.101

0 1 2

DESCRIPTION	ACCOMMODATION SCHEDULE			PARKING SCHEDULE	
	BUILDING FLOOR AREA (m ²)	VERANDAHS FLOOR AREA	TOTAL AREA	PARKING REQUIRED	PARKING PROVIDED
ADMINISTRATION BLOCK	841.9	116.0	957.9	21 (2.5 bays/100m ²)	24 + loading bay
GROUND STOREY	542.4	107.9	650.3		
FIRST STOREY	299.5	8.1	307.6		
RESEARCH STAFF ACCOMMODATION	78.5	58.0	136.5	2 (2bays per unit)	2 bays
COFFEE SHOP	423.8	362.8	786.6	26 (6 bays / 100m ²)	26 bays
VISITORS CENTRE	513.9	259.2	773.1	31 (6 bays / 100m ²)	157 bays
LOOKOUT NESTS	81.4	0	81.4	0	
MEDITATION AREA	40.7	0	40.7		
LOOKOUT NEST	40.7	0	40.7		
MULTIPURPOSE HALL	1 156.2	857.3	2 013.5	100 (0.25 / seat)	100 + loading bay
STAFF ACCOMMODATION	216.0	38.2	254.2	4 (2 bays / unit)	4 bays
STAFF FACILITY	279.6	157.8	437.4	6 (2 bays / 100m ²)	13 bays
SERVICE BUILDING	345.8	10.1	355.9	4 (1 bay / 100m ²)	6 garages
RECYCLING FACILITY STORE & CHEMICAL STORES	204.6	0	204.6	0	0 bays
NURSERY	621.1	162.1	783.2	6 (1 bay / 100m ²)	6 bays
GUARDHOUSE	12.0	0	12.0	0	
TOTAL (m²)	885.8	417.0	1 222.8	37 bays	170 bays



**FLOOR PLAN
1:100**

Building = 293.7m²
 Covered Walkways & Deck = 68.3m²
 Open Deck & Yard = 145.2m²
 Total = 507.2m²

NOTES:	
1	Timber doors require final paint coat.
2	Incomplete expansion joint floor sealant.
3	Repaint all eaves ceiling and bargeboards.
4	Yard paving sagging & falling the wrong way, causing ponding. Entire yard to be re-paved to correct falls away from building and apply soil poisoning before laying pavers.
5	Incomplete electrical sleeve and cable located right next to gully.
6	Stock brick visible above ground level on yard screen wall and also in yard above paving.
7	No seats or lockers installed in Male and Female changerooms.
8	Sagging ceiling panel in male changerooms. Missing ceiling board in female changeroom.
9	Dirty shower drains in Male and Female changerooms.
10	No mirror or drier in disabled wc. Sewer pipe falls incorrect. Loose and leaking cistern.
11	Door hinge on steel frame loose in male changerooms.
12	Loose plug above counter.
13	Loose plug above counter.
14	Frag bowl sink mixer and waste connection incomplete. Mixer left in box in cupboard.
15	Scullery door has incorrect door pull handle, should be lever handle.
16	No shelving installed in store rooms.
17	No cupboard doors installed at fire hose reel duct.
18	No door stop on kitchen door next to FHR duct.
19	No window and door frame sealant in reveals.
20	Laminated beams showing signs of weathering.
21	Loose stone cladding plinth. Incomplete stone cladding on entrance.
22	Flooded electrical kiosk and incomplete manholes.
24	Missing Lids on 2 Rainwater tanks and missing tap on 1 tank.
29	Holes in window sill brick sides not filled.
38	No hand driers installed.
57	No yard gates installed.
58	Mitred brick joints on yard wall not sealed.

No.	Date	By	Description
2	21.08.2025	KM	ADD DEFECTS AND INCOMPLETE WORKS.
1	30.08.2023	CB	UPDATE LAYOUT
0	18.03.2022	CB	ISSUED FOR CONSTRUCTION

Revisions - - - - - Wysigings

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CLIENT
PROJECT
**KWELERA NATIONAL BOTANICAL GARDEN
 NEW BUILDING COMPLEX AND
 UPGRADE OF EXISTING FACILITIES**

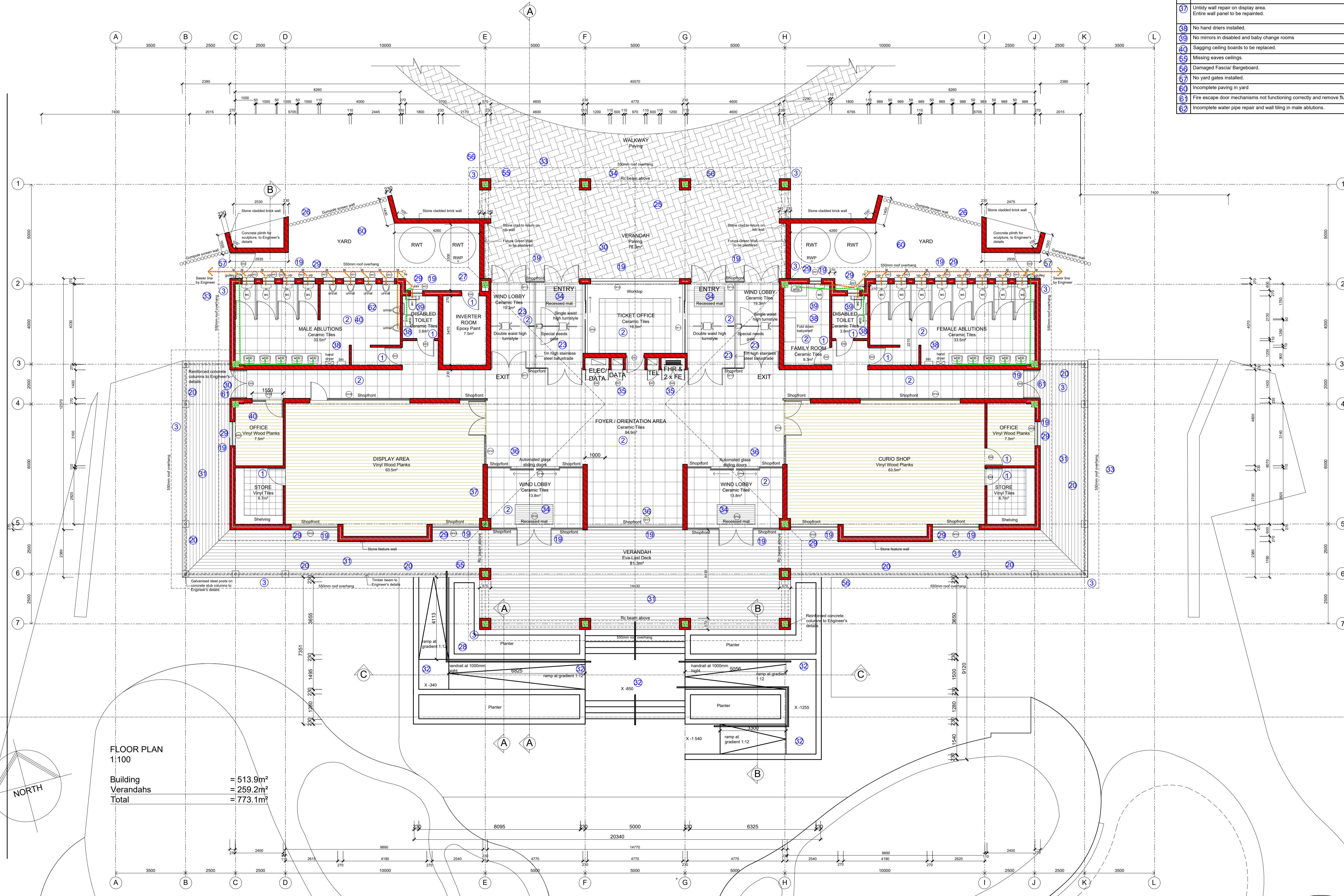
DRAWING
TEKENING
CONSTRUCTION DRAWING
FLOOR PLAN
STAFF FACILITY

SCALE	DRAWN	CHECKED	DATE
1 : 100	KM	J.W.S.	JUNE 2019

PROJECT NO	DRAWING NO
E15 - 891	7.201

0	1	2
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NOTES:	
1	Timber doors require final paint coat.
2	Incomplete expansion joint floor sealant.
3	Repaint all eaves ceiling and bargeboards.
19	No window and door frame sealant in reveals.
20	Laminated beams showing signs of weathering.
23	No glass screen between turnstyle and disabled gate. Alarm buzzing on access control release.
25	Weeds in Paving.
26	Pole screens to yards not secured and incomplete on right side.
27	Un tidy paint patch repair at inverter store.
28	Unacceptable brickwork on planter. Brick roller course not mitred on corners.
29	Holes in window sill brick sides not filled.
30	Missing ceiling boards above fire exit on west gable.
31	Rusting steel brackets, nuts on Verandah.
32	No handrails on steps. No grab rails on ramp.
33	Concrete visible above ground on left of gable(west).
34	No recessed mats.
35	Duct cupboard door quality unacceptable and to be replaced to specification on door schedule.
36	Un tidy paint patch repair above sliding door. Repaint entire length of wall.
37	Un tidy wall repair on display area. Entire wall panel to be repaired.
38	No hand driers installed.
39	No mirrors in disabled and baby change rooms.
40	Sagging ceiling boards to be replaced.
41	Missing eaves ceilings.
42	Damaged Fascia/Bargeboard.
43	No yard gates installed.
44	Incomplete paving in yard.
45	Fire escape door mechanisms not functioning correctly and remove flush bolts on fixed leaf.
46	Incomplete water pipe repair and wall tiling in male ablutions.



FLOOR PLAN
1/100

Building = 513.9m²
Verandahs = 259.2m²
Total = 773.1m²

DATE	BY	NO	DESCRIPTION
2025.08.21	KM	5	ADD DEFECTS AND INCOMPLETE WORKS.
2023.02.23	CB	4	ADD RAMP, STAIRS AND PLANTER
2023.02.16	CB	3	ADD SPACE FOR GREEN WALL AS PER CLIENTS REQUEST
2022.11.28	CB	2	AMEND COLUMNS TO ENGINEERS DRAWINGS AMEND DOOR, SF & WINDOW NUMBERS
2022.10.11	CB	1	AMEND DRY PACKED STONE WALL TO 230MM BRICK WALL WITH STONE CLADDING AROUND YARD
2022.03.18	CB	0	ISSUED FOR CONSTRUCTION

Revisions - Wysigings

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NEW BUILDING COMPLEX AND
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**CONSTRUCTION DRAWING
VISITORS CENTRE
GROUND STOREY PLAN**

SCALE	DRAWN	CHECKED	DATE
1:100	KM	JJS	JUNE 2018

PROJECT NO: **E15-891**
DRAWING NO: **4.201**

0	1	2	3	4	5
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DFR

K W A K U D I

SANBI KWELERA BIODIVERSITY INSTITUTE


CLIENT: SANBI

REPORT: STAGE 6 – CLOSE OUT STATUS QUO REPORT

SERVICES: ELECTRICAL

COMPILED BY: DFR Engineers
DATE: 01-10-2025
REVISION: 1.0
PROJECT NUMBER: 25750

DOCUMENT CONTROL SHEET

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Project Number:		2570		
Revision	Revision Status	Date	Author(s)	Approved by
01	Submission	01-10-2025	Louw Brand	Deon Roodt
Author signature – latest revision				
				

EXECUTIVE SUMMARY

This Close Out Report has been prepared by DFR Engineers, the appointed Electrical Engineer for the SANBI Kwelera Botanical Garden Project, with specific focus on the electrical services scope of works. The purpose of this report is to formally record the status quo of the electrical installation following the termination of the original contractor prior to project completion.

A site inspection conducted on 17 September 2025 assessed the current state of electrical works across the project. The inspection identified areas of partial completion, incomplete installations, and non-compliant works requiring remedial action.

The scope of electrical services covered in this report includes:

- MV Bulk Electrical Services
- Site Works and LV Reticulation
- Visitor Facility Electrical Installation
- Staff Facility Electrical Installation
- Gate House Electrical Installation
- Lightning Protection
- Fire Protection Water Supply Installation
- Irrigation Pump Requirements

This report provides factual record of the works completed prior to termination.

A detailed outline of outstanding and remedial works required to bring installations to specification and regulatory compliance. A construction cost estimate to guide SANBI in appointing a new contractor for completion of the electrical services works. The findings and recommendations provide SANBI with a clear and objective framework for procuring and managing the completion contractor, ensuring that the project achieves the required standards of quality, safety, and operability.

CONTENTS

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1.6	LV RETICULATION	17
1.7	FIRE PROTECTION WATER SUPPLY	19
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3	CONCLUSION	23

1 SCOPE OF WORKS

The report is summarised in the following criteria:

- Gatehouse
- Visitors Centre
- Staff Accommodation
- Attenuation Pond
- Medium Voltage (MV) Installation
- Low Voltage (LV) Installation
- Small Power Installation
- Distribution Board Installation
- Electrical Enclosure Installation
- Lightning Protection Installation
- Fire Protection Water Supply Installation
- Commissioning Documentation

This structured approach ensures that the report provides SANBI with a transparent and systematic account of the works undertaken, outstanding tasks, and remedial actions required to achieve full compliance and operational readiness of the electrical services infrastructure.

The installation of the above-mentioned services shall comply to general requirements of SANBI and the relevant national standards and regulations but not limited to:

- SANS 10400 – Building code
- SANS 10142-1 :200 8.6 Test – Electrical Conformance Board
- SANS 204 – Green Design Code
- SANS 10139 – Fire detection and Alarm systems for buildings
- Regulations of the local electrical and gas supply authorities
- SANS 7240-16: Fire detection and alarm systems Part 16: Sound system control and indicating equipment
- SANS 7240-19: Fire detection and alarm systems Part 19: Design, installation, commissioning, and service of sound systems for emergency purposes
- SANS 10222: Electrical Security Installations
- SANS 11801: IT Cabling for buildings

- SANS 10138: Lightning Protection Specification
- TIA 942: Telecommunications Infrastructure Standards for Data Centres

1.1 GATE HOUSE

Lighting Installation

The lighting installation in the passage area needs to be redone as the ceiling was replaced and no lighting fittings was replaced.

All exterior and interior lighting installations as well as switching was found compliant.

Small Power Installation

The internal switch socket outlets and power skirting installation was found compliant, and no additional remedial works is required.

Distribution board installation

The distribution board installation was found compliant. However additional works may be required to allow for the irrigation pond pump supply from the respective distribution board.

Enclosure Installation

Replacement of saddle installation enclosing lightning protection system will be required as the current installation is corroding. Galvanized saddle and conduit installation will be required.

Lightning Protection Installation




The roof sheet installation replacement will mandate rework of bonding to all roof areas and down conductors for the lightning installation compliance.

Commissioning documentation

All certification of compliance of the electrical distribution board and wiring to loads are required. Testing of earth resistivity and lightning protection resistance testing documentation required.

Photo Report

	<p><u>Lighting installation:</u></p> <ul style="list-style-type: none"> • External light fittings to the guard house to be replaced
	<p><u>Lighting installation (cont.)</u></p> <ul style="list-style-type: none"> • External lighting installation complete and compliant, perimeter bulk heads
	<p><u>Distribution board installation</u></p> <ul style="list-style-type: none"> • Distribution board installation compliant • Circuits are labelled.

	<p><u>Distribution board installation(cont.)</u></p> <ul style="list-style-type: none"> • Distribution board labelling / signage complaint
	<p><u>Distribution board installation(cont.)</u></p> <ul style="list-style-type: none"> • An updated legend card required
	<p><u>Lightning protection system</u></p> <ul style="list-style-type: none"> • Saddles are corroded and require replacement

1.2 VISITORS CENTRE

Lighting Installation

All exterior and interior lighting installations as well as switching was found compliant.

Small Power Installation

The internal switch socket outlets and power skirting installation was found compliant, and no additional remedial works is required.

Distribution board installation

The distribution board installation was found compliant.

Enclosure Installation

Replacement of saddle installation enclosing lightning protection system will be required as the current installation is corroding. Galvanized saddle and conduit installation will be required.

Distribution kiosk enclosure is loose, exposing electrical equipment to potential damage. Encloser to be securely fitted and reinforced if required to keep it in place.




Lightning Protection Installation




Lighting protection installation was deemed compliant. With exception of the enclosure installation i.e. conduit and saddles that are corroded.

Commissioning documentation

All certification of compliance of the electrical distribution board and wiring to loads are required. Testing of earth resistivity and lightning protection resistance testing documentation required.

Photo Report

	<p><u>Lighting installation:</u></p> <ul style="list-style-type: none"> • Internal lighting installation complete and compliant
	<p><u>Lighting installation (cont.)</u></p> <ul style="list-style-type: none"> • External lighting installation complete and compliant
	<p><u>Lighting installation (cont.)</u></p> <ul style="list-style-type: none"> • External lighting installation complete and compliant (Bulkhead)

	<p><u>Distribution board installation (cont.)</u></p> <ul style="list-style-type: none"> • Distribution board installation compliant • Circuits are labelled. • An updated legend card required
	<p><u>Isolator switch</u></p> <ul style="list-style-type: none"> • Air conditioning condenser unit isolator installation is completed and compliant
	<p><u>Access Control:</u></p> <ul style="list-style-type: none"> • Access control currently non-operational, rendering turn style gate unusable



Lightning protection system

- Saddles are corroded and require replacement

1.3 STAFF FACILITY

Lighting Installation

All exterior and interior lighting installations as well as switching was found compliant, with exception of the pole mounted flood light illuminating the outdoor entertainment area, which is leaning to the left. The pole is to be made square and plumb, and a stay wire is to be installed to provide stability to prevent sagging in the future.

Small Power Installation

The internal switch socket outlets installation was found compliant, with exception of an internal switch socket outlets in the kitchen area, connected to power circuit two, has been connected however is has not been properly mounted to the wall this is to be completed.

The hand dryers in both the male and female staff ablution facilities are yet to be installed. The wires have been pulled through for installation. Dryer to be mounted.

Distribution board installation

The distribution board installation was found compliant.

It should be noted that there is a new distribution board housing installed, however no connections have been made to said distribution board. To be removed if not being utilised.

Distribution kiosk three, that provides power to the staff facility is currently not live as the manhole that it is connected to is subject to flooding, causing power failures due to the water ingress. The manhole is to be fitted with a suitable lid ensuring proper prevention of water ingress due to storm water etc.

Enclosure Installation

Replacement of saddle installation enclosing lightning protection system will be required as the current installation is corroding. Galvanized saddle and conduit installation will be required.



Lightning Protection Installation




Lighting protection installation was deemed compliant. With exception of the enclosure installation i.e. conduit and saddles that are corroded.



Commissioning documentation

All certification of compliance of the electrical distribution board and wiring to loads are required. Testing of earth resistivity and lightning protection resistance testing documentation required.

Photo Report

	<p><u>Lighting installation:</u></p> <ul style="list-style-type: none"> • Internal lighting installation complete and compliant kitchenette • IR sensor installed
	<p><u>Lighting installation (cont.)</u></p> <ul style="list-style-type: none"> • Internal lighting equipment installed in ablution facilities.

	<p><u>Lighting installation (cont.)</u></p> <ul style="list-style-type: none"> • External pole top (light mast), to be made square and plumb. • Stay wire to be installed to ensure stability
	<p><u>Small power:</u></p> <ul style="list-style-type: none"> • Power outlet to be fitted properly to wall
	<p><u>Distribution board installation</u></p> <ul style="list-style-type: none"> • Distribution board installation compliant • Circuits are labelled. • An updated legend card required

	<p><u>Distribution board installation (cont.)</u></p> <ul style="list-style-type: none"> • Distribution board enclosure installed, however not being utilised (Blank) • To be removed if it will not be utilised. • Existing distribution board was utilised
	<p><u>Hand dryer (Ablution facilities):</u></p> <ul style="list-style-type: none"> • Wires pulled through for connection of hand dryer, equipment yet to be installed

1.4 IRRIGATION POND PUMP



Pump Equipment

Currently, there is no booster pump installed on site for irrigation purposes. The manhole dedicated to the irrigation pond is prone to flooding and water ingress. A sump pump will need to be installed, with the configuration designed such that the sump pump doubles as the irrigation booster pump to streamline functionality and efficiency.

LV Reticulation

The LV reticulation to supply the sump pump with power will be connected to the closest existing distribution board, which is in the guard house. This will ensure that the necessary power supply is provided for the proper operation of the pump.

Photo Report

	<p><u>Irrigation pond</u></p>
	<p><u>Irrigation pond manhole/sump</u></p> <ul style="list-style-type: none"> • Water ingress / flooding currently problematic • A sump pump is to be installed; the sump pump will double as a booster pump for irrigation purposes.

1.5 MV INSTALLATION

Minisub Installation

Minisub Installation has been completed and is fully compliant.

Eskom Connection

The Eskom connection has been completed and is operational, ensuring a stable supply of power as per the specified requirements.

Commissioning documentation

All commissioning documentation remains outstanding. This includes the required certification of compliance for the electrical distribution system, factory testing reports for the minisub, and final inspection certificates. These

documents must be provided to ensure compliance with all applicable regulations and standards. Once received, the system will be fully signed off.

Photo Report

	<p><u>Installation of 315kVA, 11000V / 420V, Type B, Coastal, 3CR12 miniature substation (minisub)</u></p> <ul style="list-style-type: none"> • Installation complete and compliant
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1.6 LV RETICULATION

Manholes

The 14 LV reticulation manholes have been inspected. The covers for these manholes are still outstanding and were found to be temporarily covered with a pallet. According to SANS 124 (for manhole covers and frames) and SANS 50124 (specifying load classifications), appropriate manhole covers are required for compliance with safety and operational standards. The covers need to be installed to meet the safety and load-bearing criteria set out in these standards.

LV Cable Installation




All low voltage cables have been installed and are deemed compliant with relevant standards. The facility is equipped with a solar power system, which operates in conjunction with the LV distribution network to provide off-grid power. This system is fully integrated with the existing electrical infrastructure and is compliant with SANS 10142 for electrical wiring installations. External Kiosk in front of Visitors Centre was damaged and needs to be fitted to the plinth.

Commissioning Documentation

All commissioning documentation remains outstanding. This includes the required certification of compliance for the LV distribution system, as well as any necessary reports and inspection certificates related to the solar power system integration. Once these documents are provided, the system will be fully signed off and ready for operational use.

Photo Report

	<p><u>Distribution kiosk: Visitors centre</u></p> <ul style="list-style-type: none"> • Main LV distribution kiosk that serves the visitor's centre • Enclosure is loose, needs to be properly fixed
	<p><u>Distribution kiosk: Staff facility</u></p> <ul style="list-style-type: none"> • Currently not live, due to manhole leading to the kiosk flooding. This results in consistent power failures to the staff accommodation.

	<p><u>Solar power system</u></p> <ul style="list-style-type: none"> • Fully operational and complaint • All connections are neat and fully compliant.
	<p><u>Solar power system (cont.)</u></p> <ul style="list-style-type: none"> • Grid tie in distribution board. • Signage and labelling are compliant. • Distribution board installation is compliant.
	<p><u>Electrical manhole</u></p> <ul style="list-style-type: none"> • Manhole to be fitted with a heavy-duty lid to ensure proper protection from water ingress. • Temporarily closed via a pallet allowing water to fill the manhole leading to water ingress into sleeves causing power failures particularly at the staff facility

1.7 FIRE PROTECTION WATER SUPPLY

Water Supply Connection

There is currently not a water connection between the facility and the existing dedicated water storage tank on site. As of now, none of the fire protection equipment that relies on water is non-operational. The water tank will

need to be connected to the main fire water reticulation pipe run to ensure continuous functionality of the system.

Pump Equipment

There is currently no fire booster pump installed on site. A booster pump that delivers a minimum of 2,500 kPa is required for adequate fire water supply to hydrants and hose reels. The installation of this pump is essential to meet the required fire protection standards. In accordance with SANS 10400-W, a twin pumping system (N+1 configuration) will be required. This configuration ensures that one pump is in use while the second pump serves as a backup to guarantee uninterrupted operation of the fire protection system.

2 COST ESTIMATE

Gate house				
Item	QTY	Supply Rate (Excl. VAT)	Installation (Excl. VAT)	Total Cost
Type-D: BEKA/ Series 31/Outdoor Wall mounted decorative 13W LED 4000K Bulkhead Luminaire	2	█ █████	█ █████	█ █████
<u>Type A:</u> Aegeon 100 / Decorative LED downlight luminaire with 10W LED / 4000K / White	1	█ █████	█ █████	█ █████
Issue a valid lightning protection certificate for the installed system, confirming that the system complies with the relevant standards and regulations. This includes inspection and testing of the lightning protection system to ensure proper grounding, earthing, and compliance with SANS 10313 and other applicable standards.	1	█ █████	█ ████	█ █████
Issue a valid Certificate of Compliance (CoC) for the distribution board, confirming that all work complies with the relevant electrical regulations and standards. This includes inspection and testing of the distribution board to ensure proper wiring, protection, and operational compliance with SANS 10142.	1	█ █████	█ ████	█ █████
Sub- Total (Excl. VAT)				█ █████
Staff Facility				

Supply and install hand dryers in the ablution facilities. This includes all necessary equipment, electrical connections, and mounting hardware to ensure proper installation and functionality. The scope covers the complete installation process, from delivery and setup to testing and commissioning, ensuring compliance with relevant standards and specifications.	2	R	██████	█	██████	█	██████	
Issue a valid lightning protection certificate for the installed system, confirming that the system complies with the relevant standards and regulations. This includes inspection and testing of the lightning protection system to ensure proper grounding, earthing, and compliance with SANS 10313 and other applicable standards.	1	R	██████	█	██████	█	██████	
Issue a valid Certificate of Compliance (CoC) for the distribution board, confirming that all work complies with the relevant electrical regulations and standards. This includes inspection and testing of the distribution board to ensure proper wiring, protection, and operational compliance with SANS 10142.	1	R	██████	█	██████	█	██████	
Sub- Total (Excl. VAT)							R	██████
Visitor centre								
Issue a valid lightning protection certificate for the installed system, confirming that the system complies with the relevant standards and regulations. This includes inspection and testing of the lightning protection system to ensure proper grounding, earthing, and compliance with SANS 10313 and other applicable standards.	1	R	██████	█	██████	█	██████	
Issue a valid Certificate of Compliance (CoC) for the distribution board, confirming that all work complies with the relevant electrical regulations and standards. This includes inspection and testing of the distribution board to ensure proper wiring, protection, and operational compliance with SANS 10142.	1	R	██████	█	██████	█	██████	
Sub- Total (Excl. VAT)							█	██████
General								
Provide complete operation and maintenance manuals for all installed equipment, including wiring diagrams, as-built drawings, datasheets, serial numbers, warranty certificates, test and commissioning reports, recommended spares, and maintenance schedules. Manuals must ensure compliance with the standards set by the Original Equipment Manufacturer (OEM), confirming that all equipment meets the manufacturer's specifications.	1	R	██████	█	██████	█	██████	

<p>Supply and install a sump pump for the irrigation pond. The pump will be configured to also serve as the irrigation booster pump, ensuring the water is efficiently pumped from the pond to the irrigation system. The scope includes all necessary piping, connections, electrical work, control systems, and accessories required for proper integration and operation. This installation includes all labour, materials, testing, commissioning, and documentation necessary for full functionality and compliance with applicable standards.</p>	1	R	██████████	██████████
<p>The installation of a fire booster pump system, including a primary electrical pump and a backup diesel pump, is required. The electrical pump must deliver a minimum of 2,500 kPa to ensure adequate fire water supply to hydrants and hose reels. This installation is essential to meet the required fire protection standards. In accordance with SANS 10400-W, a twin pumping system (N+1 configuration) will be implemented, ensuring that one pump is in use while the second pump serves as a backup to guarantee uninterrupted operation of the fire protection system. The cost estimate for this line item includes the installation of the electrical pump, backup diesel pump, all necessary piping, connections, and a jockey pump to maintain system pressure.</p>	1	R	██████████	██████████
<p>Supply and install heavy-duty manhole covers with dimensions of 900 x 900 mm and 600 x 600 mm, as specified. This includes all necessary components such as frames, gaskets, and installation hardware. The installation will ensure that the covers are properly seated and secure, meeting the required load-bearing standards as per SANS 124 and SANS 50124. Testing and commissioning will be conducted to verify the proper installation and functionality.</p>	14	R	██████████	██████████
<p>The existing saddle installation enclosing the lightning protection system is corroding and will require replacement across the Gatehouse, Visitors Centre, and Staff Facility. The scope includes the supply and installation of galvanized saddles and conduit to securely enclose the lightning protection system. This installation will ensure compliance with lightning protection standards and maintain the integrity of the system across all three buildings.</p>	1	R	██████████	██████████
<p>Issue a valid Certificate of Compliance (CoC) for the distribution kiosk, confirming that the installation meets all relevant electrical regulations and standards. This includes inspection and testing of the kiosk, ensuring proper wiring, protection, and compliance with SANS 10142 and other applicable standards</p>	4	R	██████████	██████████
<p>Supply and install stay wire for the post top mounted BEKA OMNISTAR-MIDI 70W LED flood lights mounted on stepped steel 10m poles (poles measured elsewhere). The installation will include all necessary stay wire, hardware, and fittings to ensure proper support and stability of the poles, in accordance with the relevant standards. The scope also</p>	3	R	██████████	██████████

includes the installation of any necessary connections and adjustments to maintain proper alignment and security of the light poles.				
Sub- Total (Excl. VAT)				R [REDACTED]
Grand Total (Excl. VAT)				R [REDACTED]
VAT(15%)				R [REDACTED]
Grand Total (Incl. VAT)				R [REDACTED]

3 CONCLUSION

This Close-Out Report for the SANBI Kwelera Botanical Garden Project provides a comprehensive overview of the electrical services scope and the current state of the installations. A site inspection highlighted area of partial completion, incomplete installations, and several non-compliant works that require remedial action.

The report outlines the necessary steps and remaining tasks for each area, including the Gatehouse, Visitors Centre, Staff Facility, and other critical infrastructure such as the fire protection water supply and irrigation pump. It also provides a cost estimate to guide SANBI in appointing a new contractor for completing the outstanding electrical services.

The findings and recommendations aim to ensure that the electrical installations are brought into full compliance with the required standards, guaranteeing the safety, functionality, and long-term operability of the facility. It is essential that the remedial actions be taken promptly to achieve the necessary operational readiness.



SANBI: KWELERA NATIONAL BOTANICAL GARDEN,
EAST LONDON

REPORT ON INCOMPLETE WORKS & DEFECTS

CONDUCTED ON

17 September 2025

SANI: Kwelera National Botanical Garden

Existing works assessment conducted: 17 September 2025

The list below was compiled to assist the quantity surveyor with pricing for incomplete works or defects.

General items outstanding:

The items listed in the table below need to be addressed:



Stormwater catchpit, is currently incomplete. The proposed rectification involves installing a catchpit cover slab with a hole, from Cementile or a similar approved (MS 1201), along with a stormwater catchpit lid. All debris must be removed from within the catchpit, and concrete benching is to be constructed inside the catchpit to ensure proper drainage.



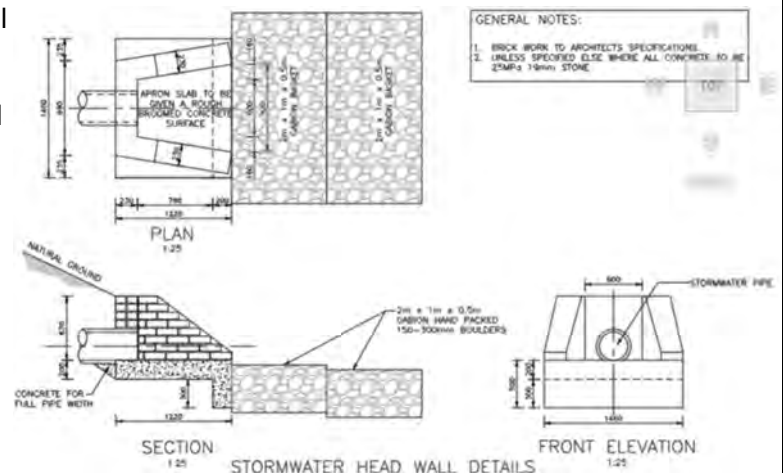
The image shows an area likely affected by soil erosion or settlement, due to poor compaction, water infiltration, or inadequate subgrade preparation. To rectify the issue, we propose the following: The affected area should be excavated to remove all compromised and loose soil (Min 300mm depth). G5/G7 material should be imported and placed in layers not exceeding 150mm. Each layer must be compacted to 95% Mod AASHTO dry density, using appropriate compaction equipment. The surface should be shaped to match surrounding grades and made good.



The image shows a stormwater drainage outlet discharging onto a bare, eroded slope with minimal vegetation, indicating a high risk of ongoing soil loss.

To address this, it is recommended to install a headwall at the pipe outlet to stabilise the structure and prevent undermining. Additionally, placing two gabion baskets (2x1x0.5m) downstream will help dissipate water energy, reduce erosion.

Proposed stormwater headwall





At the sewer treatment works, the area has been significantly affected by soil erosion due to a lack of vegetation, particularly in the section highlighted in red, which shows visible cracking and poor soil structure.

To address this, we propose importing 100mm of topsoil to this area to improve soil quality and support vegetation growth. Additionally, we recommend creating natural earth channels in the blue-highlighted zones, which feature elevation changes suitable for guiding surface runoff.



The steep embankment leading to the sewer treatment works has been significantly affected by soil erosion, primarily due to its gradient and lack of vegetation.

To address this, we recommend importing topsoil to cover the affected area, which will improve soil quality and support vegetation growth.

Additionally, to construct cut-off drain at the top of embankment to intercept and redirect surface runoff. For further slope stabilisation, we recommend installing SoilSaver from Kaytech or a similar approved product—an interwoven yarn matting designed for erosion control. This material retains topsoil while allowing vegetation to establish, offering both immediate and long-term slope stabilisation.



We propose adding an additional layer of brickwork onto the existing brick edging around the sewer treatment package. This recommendation aligns with the plan to import a 100mm layer of topsoil around the area, which may alter surface levels and increase the risk of runoff onto the concrete slab. The new brickwork should be plastered and neatly finished to match the irrigation pond.



We propose installing a fence around the sewer treatment works, with particular focus on the irrigation pond area, which poses a potential health and safety risk. The pond is exposed and easily accessible, increasing the likelihood of accidental falls. This measure will help protect personnel and visitors while maintaining a secure and controlled environment around the treatment facility.



The brick structure located at the irrigation pond currently has an open top, which poses a security risk to the water pump housed within. To safeguard the pump from potential theft or tampering, we propose installing a lockable galvanised steel grid or cover over the opening. This grid should be securely anchored to the existing brickwork and fitted with a tamper-proof locking mechanism to ensure reliable protection.



Vegetation growth between the paving blocks along the walkways and parking areas has been observed and requires attention. All weeds and unwanted vegetation should be thoroughly removed to maintain a clean and safe environment. Following this, a suitable herbicide should be applied to the affected areas to prevent future growth and ensure the long-term upkeep of the paved surfaces.



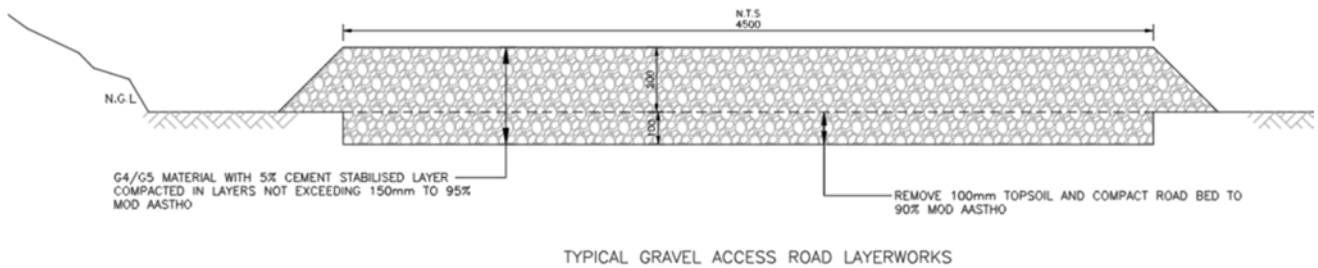
All parking areas are to be painted with road markings and fitted with the relevant road signage in accordance with drawings 10669-3-GSD-04 and 10669-3-GSD-05. This will ensure proper traffic flow, designated parking bays, and compliance with site layout specifications.



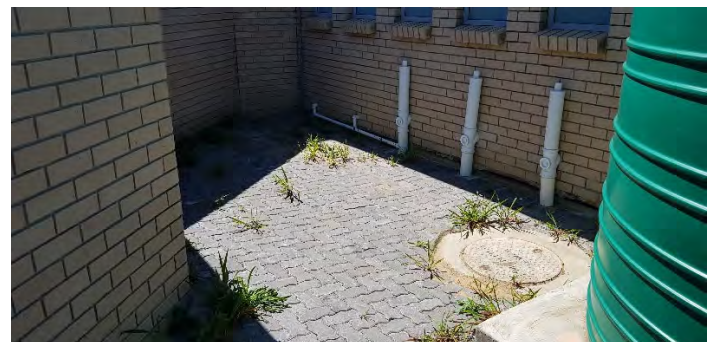
The steel columns supporting the timber beams shows visible signs of rust on its nuts and bolts fittings. To maintain the structural integrity of the connection and prevent long-term deterioration, we recommend replacing all existing nuts and bolts with galvanised alternatives.



As discussed on site, the client has requested a formal gravel access road to the staff facility, as the current gravel road is adversely affected by stormwater. To address this, we propose raising the gravel road by 200mm above the existing level, using compacted G4/G5 material stabilised with 5% cement, in accordance with the specified layerworks. This elevation will help prevent water accumulation and improve durability. Additionally, we recommend constructing an earth stormwater channel along the edge of the raised road to manage surface runoff effectively.



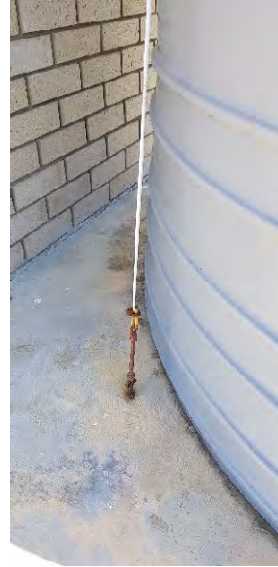
The stormwater culvert is currently experiencing water ponding, likely due to dense vegetation—particularly reeds—obstructing the flow. To improve drainage and restore functionality, we recommend opening up the area by clearing all reeds and overgrown vegetation around the culvert entrance and outlet, and construct a farrow approximately 10m long. This will assist in directing water away from the culvert and reduce blockages by allowing water to flow freely.



The paving blocks at the staff facility are visibly sloped toward the building, which poses a risk of water ponding or ingress during rainfall. To rectify this, we recommend lifting all paving blocks in the affected area and reworking the levels to establish a (min 2%) gradient that directs rainwater away from the building. The underlying layer works will need to be recompacted to the required standards, and herbicide should be reapplied before relaying the paving blocks. Additionally, the adjacent sewer manhole will also need to be raised slightly to match the new paving levels.



Both green rainwater tanks located behind the ablution facilities at the staff building present safety and maintenance concerns. Currently, there are no tie-down cables or anchor points securing the tanks, which poses a risk of displacement during strong winds or heavy rainfall. To ensure stability, we recommend installing galvanised tie-down cables anchored to the concrete base. The anchor points should be chemically anchored into the concrete to provide a secure and durable fixing. Additionally, both tanks are missing their lids which compromises water quality and safety. We recommend replacing the lids.



It was observed that most anchor points securing the rainwater tanks on site show visible signs of rust, which compromises their structural integrity and effectiveness in holding down the tanks. To address this, we recommend replacing all existing anchor points and holding-down cables with galvanised fittings.



During a site inspection of the Visitors' Centre and Staff Facility Building, it was observed that the timber truss, where it is supported on the brick wall, has visible gaps around the interface. To address this, it is recommended that the gaps be sealed using a high-quality, flexible polyurethane sealant.



During a site inspection of the Staff Facility Building, it was observed that a section of the stone cladding on the external brick wall was missing. It is recommended that the missing sections be replaced using matching stone cladding and appropriate mortar to restore the wall's integrity and visual consistency.



During a site inspection of the Visitors' Centre, it was observed that the ground area behind both ablution facilities remains unpaved, it is recommended that this area be properly paved. Additionally, a purely architectural detail was noted at the window sill where the outer brick layer terminates. It is recommended that this outer brick be replaced with a solid brick or otherwise sealed with mortar to match the surrounding brickwork.

General Items to Take Note of During Completion of Works

It is recommended that the quantity surveyor include the following provisions for pricing as part of the outstanding works:

- An allowance for pressure testing of the domestic water pipeline, irrigation pipeline, and fire mains, including a contingency for minor fittings that may need to be replaced during the process.
- An allowance for compaction testing of the proposed gravel access road leading to the staff facility, to ensure compliance with specified compaction standards.
- Provision for testing of the sewer pipeline, with an additional allowance for camera surveillance if required to verify the pipeline's integrity and identify any potential blockages or defects.