



## SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

Contract No: G457/2022

### THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE

### PROCUREMENT DOCUMENT

MARCH 2023

**Issued by:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184  
Gauteng

**Prepared by:**

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Name of tenderer: .....

Address: .....

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

Email: .....

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## PART T: THE TENDER

### Part T1: Tendering Procedures

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	G457/2022

<b>Advertising date:</b>	27 March 2023	<b>Closing date:</b>	24 April 2023
<b>Closing time:</b>	11:00	<b>Validity period:</b>	120 days

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

#### SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES TENDERERS FOR THE PROVISION OF:

The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

It is estimated that tenderers should have a CIDB contractor grading of **4SQ** or higher

**Tender documents will be available** as from **27 March 2023** and will be available **ONLINE ONLY** on:

- SANBI website [www.sanbi.org](http://www.sanbi.org) (click on "Opportunities")
- CIDB Website
- National e-Tender Publication Portal

**A compulsory online briefing session will be held on MS Teams on Wednesday 5 April 2023 at 09:30am,**

#### LINK:

[https://teams.microsoft.com/join/19%3ameeting\\_ZjFhYTYxMTgtNGI5S00ODA4LWlxNGUtMGExZmQ3OWVjYTZm%40thread.v2/0?context=%7b%22id%22%3a%220b847c5e-73e2-4441-8789-9c092d2dd489%22%2c%22oid%22%3a%22e4ac6017-5bc2-4a6f-a7bf-f314aa5da08b%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZjFhYTYxMTgtNGI5S00ODA4LWlxNGUtMGExZmQ3OWVjYTZm%40thread.v2/0?context=%7b%22id%22%3a%220b847c5e-73e2-4441-8789-9c092d2dd489%22%2c%22oid%22%3a%22e4ac6017-5bc2-4a6f-a7bf-f314aa5da08b%22%7d)

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email address below.

Department: Supply Chain Management  
Email: [sanbi.tenders@sanbi.org.za](mailto:sanbi.tenders@sanbi.org.za)  
Cc: johan@ukhukhula.com and A.Hendricks@sanbi.org.za  
Cut-off date for enquiries: **14 April 2023 at 12:00**

The closing time and date for the receipt of tenders is **11:00** on **24 April 2023**.

The tenders will be opened in public if required (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.

## **T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (28 May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

<b>Clause number</b>	<b>Tender Data</b>
F.1.1	The employer is: The South African National Biodiversity Institute (SANBI) Private Bag X101 Silverton 0184
F.1.2	The Tender Documents issued by the Employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data <b>Part T2: Returnable documents</b> T2.1 - List of returnable documents <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee <b>Part C2: Pricing Data</b> C2.1- Pricing Instructions C2.2 – Bill of Quantities <b>Part C3: Scope of Works</b> C3.1- Description of the works C3.2 – Construction C3.3 - Annexures <b>Part C4: Site Information</b> C4.2 – Health and Safety Specification
F.1.4	The employer's agent is :  <b>Ukhukhula Holdings (Pty) Ltd</b> 117 Strand Street Cape Town, 8000 Tel: 082 335 0535 Fax: 086 552 3309  <b>E-mail: <a href="mailto:johan@ukhukhula.com">johan@ukhukhula.com</a></b>

F 2.1.1	Only those tenderers who score the minimum score in respect of the quality criteria stated in F.3.11.9 of this Tender Data shall be considered responsive and have their tenders evaluated further.
F.2.1.2	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>4SQ</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>3SQ</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4SQ</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
F.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>
F.2.12	Main tender offers are required to be submitted together with alternative tenders.
F.2.12	<p>If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.3	<p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p> <ul style="list-style-type: none"> <li>•Original: one (1) original document marked "Original" <b>including</b> Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantity; and</li> <li>•Memory Stick: one (1) document pack <b>without any</b> pricing on a <b>memory stick</b></li> </ul> <p>Financial or pricing details should <b>ONLY</b> be included in the printed document pack marked '<b>ORIGINAL</b>', and not in the PDF file(s) of the document(s) on the <b>memory stick</b>.</p> <p><b>NB:</b> Failure to submit one printed document pack with pricing in the envelope, and a document pack without pricing on a memory stick will lead to your bid being <b>disqualified</b>. (Please put them in one envelope)</p>

	<p><b>INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE ONE COPY WILL LEAD TO THE BID BEING DISQUALIFIED.</b></p> <p>The original document and the memory stick will be placed in one envelope and on the envelope sealed bearing the following:</p> <ul style="list-style-type: none"> <li>• The address as stated in C.2.15.1 below</li> <li>• The identification details as stated in C.2.15.1 below</li> <li>• Name of the Tenderer</li> <li>• The words “Not be opened before the Tender opening”</li> </ul>
<p>F.2.13.5</p> <p>F.2.15.1</p>	<p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of Tender box:</b> Biodiversity Centre</p> <p><b>Physical address:</b> Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria</p> <p><b>Identification details:</b> Tender number: <b>SANBI G457/2022</b></p> <p><b>Title of Tender:</b> The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape</p>
F.2.13.6	Follow procedure as described in clause F.2.13.3.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	<p>The tenderer is required to submit with his tender following <b>(failure to provide below documentation will result in the tender being rejected)</b>:</p> <ol style="list-style-type: none"> <li>1) A copy of the Central Suppliers Database (CSD) registration report or registration number.</li> <li>2) A printed copy of the Active Contractor’s Listing off the CIDB website (<a href="http://www.cidb.org.za">www.cidb.org.za</a>).</li> <li>3) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.</li> </ol>

F.3.4	The tenders will be opened in public on request(please note that the two-envelope system is being followed).																																		
F.3.11.1	The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Financial offer, quality and preferences in accordance with F.3.11.5.																																		
F.3.11.7	<p><b>Scoring financial offers</b></p> <p>The financial offer will be scored using Formula 1 (Option 1) where the value of W1 is 80 points.</p>																																		
F.3.11.9	<p><b>Scoring Quality</b></p> <p>The functionality (quality) evaluation criteria are listed below. Maximum points for each criterion are in <b>bold</b> while points for each sub-criterion are indicated in brackets.</p> <table><tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr><tr><th>ID</th><th>CRITERIA</th><th>POINTS</th></tr><tr><td>1</td><td>Implementation method and project plan or programme<ul style="list-style-type: none"><li>Method to be followed in delivering this project</li><li>Weekly plan/programme with milestones</li></ul></td><td><b>25</b> (15) (10)</td></tr><tr><td rowspan="2">2</td><td>Contractor's Experience<ul style="list-style-type: none"><li>Three relevant reference letters regarding work of similar scope and scale completed in last ten (10) years</li></ul><table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters or more</td><td>15</td></tr></table></td><td rowspan="2"><b>40</b>  (15)</td></tr><tr><td><ul style="list-style-type: none"><li>List of at least five other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten years.</li></ul><table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant Project</td><td>5</td></tr><tr><td>Two relevant Projects</td><td>10</td></tr><tr><td>Three relevant Projects</td><td>15</td></tr><tr><td>Four relevant Projects</td><td>20</td></tr><tr><td>Five relevant Projects</td><td>25</td></tr></table></td><td>(25)</td></tr></table>	FUNCTIONALITY CRITERIA			ID	CRITERIA	POINTS	1	Implementation method and project plan or programme <ul style="list-style-type: none"><li>Method to be followed in delivering this project</li><li>Weekly plan/programme with milestones</li></ul>	<b>25</b> (15) (10)	2	Contractor's Experience <ul style="list-style-type: none"><li>Three relevant reference letters regarding work of similar scope and scale completed in last ten (10) years</li></ul> <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters or more</td><td>15</td></tr></table>	Sub-Criteria	Points	One relevant reference letter	5	Two relevant reference letters	10	Three relevant reference letters or more	15	<b>40</b>  (15)	<ul style="list-style-type: none"><li>List of at least five other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten years.</li></ul> <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant Project</td><td>5</td></tr><tr><td>Two relevant Projects</td><td>10</td></tr><tr><td>Three relevant Projects</td><td>15</td></tr><tr><td>Four relevant Projects</td><td>20</td></tr><tr><td>Five relevant Projects</td><td>25</td></tr></table>	Sub-Criteria	Points	One relevant Project	5	Two relevant Projects	10	Three relevant Projects	15	Four relevant Projects	20	Five relevant Projects	25	(25)
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	<p><b>Notes:</b></p> <p>Supporting documents required to support the claims above, (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof). Bidders must submit all the requested documents as proof in order to be awarded the points.</p> <ul style="list-style-type: none"><li>Both appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer.</li><li>Failure to complete and sign schedule of the tenderer's experience will result in the bidder forfeiting these points.</li></ul>													
3	<p>Contractor's Resources – Personnel and Plant</p> <p>Proposed personnel:</p> <ul style="list-style-type: none"><li>CVs for proposed key personnel (<b>At least 3 – Contracts Manager, Site Agent &amp; OHS Officer</b>) indicating:<ul style="list-style-type: none"><li>Previous work experience</li><li>Total number of years' working experience in construction</li><li>Individual experience on similar work in last five years</li><li>Certified copies of Qualifications or artisan's certification or other recognised training courses completed</li><li>Valid Professional Registration for Contracts Manager (ECSA or SACPCMP) and OHS Agent (SACPCMP)</li></ul></li></ul> <table><thead><tr><th>Sub-Criteria</th><th>Points</th></tr></thead><tbody><tr><td>Combined CV experience of less than 5 years</td><td>5</td></tr><tr><td>Combined CV experience of more than 5 years</td><td>10</td></tr><tr><td>Combined CV experience of more than 10 years</td><td>15</td></tr><tr><td>Combined CV experience of more than 15 years</td><td>20</td></tr><tr><td>Combined CV experience of more than 20 years</td><td>25</td></tr></tbody></table> <p>Plant:</p> <ul style="list-style-type: none"><li>Equipment owned by contractor</li><li>Equipment to be rented (if any) – with preferred rental companies</li></ul>	Sub-Criteria	Points	Combined CV experience of less than 5 years	5	Combined CV experience of more than 5 years	10	Combined CV experience of more than 10 years	15	Combined CV experience of more than 15 years	20	Combined CV experience of more than 20 years	25	<p>35</p> <p>(25)</p> <p>(10)</p>
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<b>TOTAL</b>		<b>100</b>												

Each evaluation criterion will be assessed in terms of five indicators – no response, poor, satisfactory, acceptable, good and very good. Scores ranging from of 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.
<p>The minimum number of evaluation points for functionality proposal is 70 points in order to progress to the next round of the evaluation.</p> <p><b><u>Stage 3: Tender Price and Preference</u></b></p> <p>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.</p> <p><b>3.1 Correction of arithmetical errors</b></p> <p>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.</p> <p><b>3.2 Calculation of score for Tender Price</b></p> <p>The score for Tender Price shall be calculated using the following formula:</p> $N_F = W_f \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where:</p> <p>N<sub>F</sub> = the score for Tender Price awarded for the Tender under consideration</p> <p>W<sub>f</sub> = the weighting given to financial offer, determined as follows:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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.</li> </ul> <p>P<sub>t</sub> = Tender Price of the Tender under consideration</p> <p>P<sub>min</sub> = Tender Price of the lowest responsive Tender</p> <p>In the event that the calculated value of N<sub>F</sub> is negative, the allocated score shall be 0</p> <p><b>3.3 Financial and Preference</b></p> <p>After calculation of the scores for Tender Price and for Preference, a combined score will be calculated as follows:</p> <p>NT = NF + NP</p>		

	<p>Where:</p> <p>NT = Total score for Tender under consideration NF = Score for Tender Price NP = Score for Preference</p> <p>The Tender with the highest score should be recommended for appointment.</p>
F.3.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"><li>a) the tenderer submits <b>a copy of the CSD registration report or registration number</b> (refer to T2.1.13);</li><li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.12);</li><li>c) the tenderer or person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process (refer to SBD 4 – T2.10.10);</li><li>d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.16);</li><li>e) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA);</li><li>f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li></ul>

## Annex F (normative)

### Standard Conditions of Tender

#### F.1 General

##### F.1.1 Actions

**F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.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.

**F.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.

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

**F.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.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- (a) **conflict of interest** means any situation in which:
  - (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - (ii) an individual or organisation 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 organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- (b) **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; and

- (c) **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
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.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.

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

##### **F.1.6.2 Competitive negotiation procedure**

**F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

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

#### **F.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.

#### **F.1.6.3.2 Option 2**

**F.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.

**F.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.

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

#### **F.2.1 Eligibility**

**F.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.

**F.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.

#### **F.2.2 Cost of tendering**

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.

#### **F.2.3 Check documents**

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

#### **F.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.

#### **F.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.

#### **F.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.

#### **F.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.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the

closing time stated in the tender data.

## **F.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.

## **F.2.10 Pricing the tender offer**

**F.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 14 days before the closing time stated in the tender data.

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

**F.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.

**F.2.10.3** 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.

## **F.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. Erasures and the use of masking fluid are prohibited.

## **F.2.11 Alternative tender offers**

**F.2.11.1** 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.

**F.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## **F.2.12 Submitting a tender offer**

**F.2.12.1** 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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.12.2** 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.

**F.2.12.3** 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.

**F.2.12.4** 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.

**F.2.12.5** 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.

**F.2.12.6** 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.

**F.2.12.7** 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.

**F.2.12.8** 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.

**F.2.12.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **F.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.

#### **F.2.14 Closing time**

**F.2.14.1** 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.

**F.2.14.2** 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.

#### **F.2.15 Tender offer validity**

**F.2.15.1** 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.

**F.2.15.2** 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.

**F.2.15.3** 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.

**F.2.15.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **F.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 F.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.

#### **F.2.17 Provide other material**

**F.2.17.1** 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.

**F.2.17.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.18 Inspections, tests and analysis**

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

**F.2.19 Submit securities, bonds, policies, etc.**

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.

**F.2.20 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.

**F.2.21 Return of other tender documents**

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

**F.2.22 Certificates**

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

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

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

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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;
- (a) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- (b) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.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 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 drew documents.

**F.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.



### **F.3.4 Opening of tender submissions**

**F.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.

**F.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, preferences claimed and time for completion for the main tender offer only.

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

### **F.3.5 Two-envelope system**

**F.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.

**F.3.5.2** Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.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.

### **F.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.

### **F.3.8 Test for responsiveness**

**F.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,
- (a) has been properly and fully completed and signed, and
- (b) is responsive to the other requirements of the tender documents.

**F.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,
- (a) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- (b) 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.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.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.

**F.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 F.3.11 for:

- (a) the gross misplacement of the decimal point in any unit rate;
- (a) omissions made in completing the pricing schedule or bills of quantities; or
- (b) 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.

**F.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.

**F.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.
- (a) 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.

#### **F.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.

#### **F.3.10 Evaluation of tender offers**

##### **F.3.10.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

##### **F.3.10.2 Method 1: Financial Offer**

In the case of a financial offer:

- (a) Rank tender offers from the most favourable to the least favourable comparative offer.
- (a) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (b) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

##### **F.3.10.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- (a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- (a) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- (b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

#### **F.3.10.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- (a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- (a) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- (b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (c) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.10.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- (a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- (a) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- (b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set

out in this sub-clause is repeated.

### F.3.10.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.10.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

(c) Formula	(d) Comparison aimed at achieving	(e) Option 1 <sup>a</sup>	(f) Option 2 <sup>a</sup>
(g) 1	(h) Highest price or discount	(i) $A = (1 + (\frac{P-P_m}{P_m}))$ (j) $P_m$	(k) $A = P / P_m$
(l) 2	(m) Lowest price or percentage (n) commission / fee	(o) $A = (1 - (\frac{P-P_m}{P_m}))$ (p) $P_m$	(q) $A = P_m / P$
(r) a (s)	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		

### F.3.10.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.10.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.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.

### F.3.12 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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,
- (a) 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,
- (b) has the legal capacity to enter into the contract,
- (c) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- (d) complies with the legal requirements, if any, stated in the tender data, and
- (e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.13 Prepare contract documents**

**F.3.13.1** 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.

**F.3.13.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.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.

### **F.3.15 Notice to unsuccessful tenderers**

**F.3.15.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.15.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **F.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.

### **F.3.17 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.

## T2.1: LIST OF RETURNABLE DOCUMENTS

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	G457/2022

### 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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capacity of Tenderer (T2.1.05)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Point System (T2.1.06)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Monthly Expenditure (T2.1.08)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compensation of Occupational Injuries and Disease Act (COIDA) (Clause F.2.23)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Tender document name	Number of pages issued	Returnable document
Site Inspection Certificate (T2.1.09)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Bidders disclosure (T2.1.10)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of registration with Construction Industry Development Board (T2.1.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A copy of the Central Suppliers Database Registration Report or registration number (T2.1.13)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Financial reference (T2.1.14)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (T2.1.15)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.1.16)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

## RETURNABLE DOCUMENT CHECKLIST

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

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 in terms of Preferential Procurement Regulations 2022	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.09	Site Inspection Certificate - NOT APPLICABLE	
T2.1.10	Bidders Disclosure	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board	
T2.1.13	Copy of Central Suppliers Database (CSD) Registration Report or Registration number	
T2.1.14	Financial reference	
T2.1.15	Record of Addenda to tender documents	
T2.1.16	Compulsory Enterprise Questionnaire	
T2.1.17	OHS Management System Questionnaire	
Clause F.2.23	Compensation of Occupational Injuries and Disease Act (COIDA)	

### 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	
Form T2.1.08	Estimated Monthly Expenditure	



## T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_  
(project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

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

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

and who will sign as follows : \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

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

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

\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Tender Document)

4. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Name of Contractor	Proportion (%)

6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.
7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

### **RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

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

Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

- 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 liability 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			

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**Note:**

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

## T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	G457/2022

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.

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

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

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

## **T2.1.05: CAPACITY OF TENDERER**

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	<b>G457/2022</b>

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

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

**1.1. Provide full particulars of:**

<b>Machinery</b>	<b>Plant</b>	<b>Workshops</b>

---

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



**South African National Biodiversity Institute**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

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

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

---

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**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

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**2.2. Previous projects:**

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 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)
Categories of persons historically disadvantaged by unfair				

<p>discrimination on the basis of race</p> <p>Information will be verified on CSD report.</p> <p>Points will be allocated based on the percentage of ownership per goal</p> <p>- 100% black ownership = 10 points</p>				
<p>Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.</p> <p>Information will be verified on CSD report.</p> <p>Points will be allocated based on the percentage of ownership per goal</p> <p>- 100% female ownership = 10 points</p>				

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company ..... registration ..... number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

<b>DESIGNATION</b>	<b>NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE</b>	<b>SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION</b>
<u>HEADQUARTERS</u>		
Partner/Director		
Project manager		
Other key staff (give designation)		



G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

[illegible]

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".

## T2.1.08: ESTIMATED MONTHLY EXPENDITURE

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

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

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
	COMPLETION OF CONTRACT
TOTAL	R .....

## T2.1.10: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

---

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

---

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".

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

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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".

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

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

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

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

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	G457/2022

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

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

The nature of the disability is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature Date

OFFICIAL STAMP OF  
MEDICAL PRACTITIONER

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

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

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

### **T2.1.13: COPY OF CENTRAL SUPPLIERS DATABASE (CSD) REGISTRATION REPORT OR REGISTRATION NUMBER**

**A copy of CSD registration report or registration number must be included for evaluation purposes.**



## **T2.1.14: FINANCIAL REFERENCES**

### **Notes to tenderer:**

- 1. The tenderer shall attach to this form a letter from the bank in which it is declared how he conducts his account. The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F3.8.**
- 2. The tenderer's banking details as they appear below shall be completed.**
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.**

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

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

## T2.1.15: RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	<b>G457/2022</b>

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

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

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

**South African National Biodiversity Institute**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

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12. 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

## T2.1.16: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

**Section 3: CIDB 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	

**South African National Biodiversity Institute**

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

\*

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

\*Insert separate page if necessary.

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

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

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

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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: .....

## C1.1: FORM OF OFFER AND ACCEPTANCE

<b>PROJECT TITLE:</b>	THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF VERMIN PROOF PERIMETER FENCING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE
<b>CONTRACT NO:</b>	G457/2022

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the REPLACEMENT OF VERMIN PROOF PERIMETER FENCE AT THE HANTAM NATIONAL BOTANICAL GARDEN IN NIEUWOUDTVILLE, NORTHERN CAPE.

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 .....

## 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 <i>[which includes this Agreement]</i>
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

### For the

### Employer:

.....

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

Name &  
signature of  
witness .....

Date .....



## Schedule of Deviations

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**South African National Biodiversity Institute**

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**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness \_\_\_\_\_ Date \_\_\_\_\_

## **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

## C.1.2 Contract Data

### C.1.2 Contract Data

The Conditions of Contract are the *General Conditions of Contract for Construction Works (Second Edition, 2010)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

### Part 1: Data provided by the Employer

Clause	Data
1.1.1.13	<p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>12 months</b>, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is six (6) months after the Commencement Date</p>
1.1.1.15	<p>The name of the Employer is <b>The South African National Biodiversity Institute</b>, represented by Mr C. Willis and/or such persons or person duly authorised thereto be the Employer in writing.</p>
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p><b>Delivery Address:</b>  <b>Attention:</b> Deputy Director: Supply Chain Management  Biodiversity Centre  Pretoria National Botanical Garden  2 Cussonia Avenue,  Brummeria, Pretoria</p> <p><b>Postal Address:</b>  <b>Attention:</b> Deputy Director: Supply Chain Management  The South African National Biodiversity Institute  Private Bag X101  Silverton  0184</p>
1.1.1.16	<p>The name of the Engineer is <b>Ukhukhula Holdings (Pty) Ltd</b></p>
1.2.1.2	<p>The address of the Engineer is:  Ukhukhula Holdings (Pty) Ltd  117 Strand Street  Cape Town, 8000  Tel: 082 335 0535  Fax: 086 552 3309</p> <p><b>Email:</b> johan@ukhukhula.com</p>

1.1.1.26	<p><b>Clause 1.3.: Pricing Strategy</b></p> <p>The Pricing Strategy is a re-measurement contract</p>
3.1.3	<p><b>Clause 3.1.3: Specific Approval of the Employer Required</b></p> <p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> <li>1 Clause 6.3: Variations</li> <li>2 Clause 5.11.1: Suspension of the Works</li> <li>3 Clause 5.12: Extension of Time for Practical Completion</li> </ol>
5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <p style="padding-left: 40px;">Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Cash flow projection</p>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>twenty-eight (28) days</b>.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>1. The year-end break commencing on 14 December 2023 and ending on 14 January 2024 (Provisional).</li> </ol>
5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time</b></p> <p><b>Clause 5.12.2.2: Abnormal climatic conditions.</b></p>

	<p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>2 days</td><td>May</td><td>2 days</td><td>September</td><td>4 days</td></tr><tr><td>February</td><td>2 days</td><td>June</td><td>4 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>2 days</td><td>July</td><td>4 days</td><td>November</td><td>2 days</td></tr><tr><td>April</td><td>2 days</td><td>August</td><td>4 days</td><td>December</td><td>2 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.</p>	January	2 days	May	2 days	September	4 days	February	2 days	June	4 days	October	2 days	March	2 days	July	4 days	November	2 days	April	2 days	August	4 days	December	2 days
January	2 days	May	2 days	September	4 days																				
February	2 days	June	4 days	October	2 days																				
March	2 days	July	4 days	November	2 days																				
April	2 days	August	4 days	December	2 days																				
5.13.1	<p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works is R 1,500.00 per day.</p>																								
5.16.3	<p><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is ten (10) years for civil engineering works.</p>																								
6.2	<p><b>Clause 6.2: Security</b></p> <p>The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.</p>																								
6.8.2	<p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>Contract Price Adjustment: Is not applicable</p>																								
6.8.3	<p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>																								
6.10.1.5	<p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>																								
6.10.3	<p><b>Clause 6.10.3: Retention Money</b></p>																								

	<p>The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2.5% upon the issue of the Certificate of Completion. The remaining 2.5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defects liability period.</p> <p>Security plus Retention amount will not exceed 15% of the Contract Sum</p>
6.10.4	<p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Replace "28 days" in the second last sentence with "30 days"</i></p>
6.10.6	<p><b>Clause 6.10.6: Set-Off and Delayed Payments</b></p> <p>A guarantee <i>in lieu</i> of retention is not permitted.</p>
6.10.6.2	<p><b>Clause 6.10.6.2: Set-Off and Delayed Payments</b></p> <p><i>Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "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"</i></p>
6.10.8	<p><b>Clause 6.10.8: Contractor's completion statement</b></p> <p><i>Replace "28 days" in the last sentence with "30 days"</i></p>
6.10.9	<p><b>Clause 6.10.9: Final payment certificate</b></p> <p><i>Replace "28 days" in the last sentence with "30 days"</i></p>
6.12	<p><b>Clause 6.12: Additional</b></p> <p><i>Add Clause 6.12 as follows:</i></p> <p>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer 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), will apply</p>
8.6.1	<p><b>Clause 8.6.1: Insurance</b></p> <p><i>Add the following:</i></p> <p><b>Damage to the Works</b></p> <ul style="list-style-type: none"> <li>(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 he may deem necessary.</li> <li>(a) 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.</li> <li>(b) 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, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2.</li> </ul>

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G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

	(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 Clause 6.7 hereof.
8.6.1.1.2	<b>Clause 8.6.1.1.2: Insurance</b>  The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	<b>Clause 8.6.1.1.3: Insurance</b>  The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.
8.6.1.3	<b>Clause 8.6.1.3: Insurance</b>  The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	<b>Clause 8.6.1.5: Additional Insurance</b>  Additional Insurance is required for the following:  a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.  a) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river.
10.5, 10.6, 10.7	<b>Clause 10.5, 10.6, 10.7: Dispute Resolution</b>  Dispute resolution shall be by <b>Arbitration</b> .
11	<b>Clause 12: Confidentiality</b>  The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	<b>Clause 13: Amendments in writing</b>  No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.



## **PART 2: DATA PROVIDED BY THE CONTRACTOR**

### **Clause**

1.1.1.9 The Contractor is .....

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone: .....

Fax: .....

Email: .....

## C1.3 FORM OF GUARANTEE

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expire Date" means: .....

### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

### PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory: (1) .....

Capacity.....

Guarantor's signatory: (2) .....

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

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## C2.1. Pricing Instructions

1. Measurement and payment clauses of the COTO (2020)/SABS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.

1. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
4. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
6. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. The Bill of Quantities has been drawn up in accordance with the latest issue of the COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

## C2.1. Bill of Quantities

**NB TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK**

General Conditions of Contract for Works of Civil Engineering Construction (GCC 2015: 3rd Edition)

### SCHEDULE 1: GENERAL

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
G 8.2.1	1.00	<b><u>GENERAL</u></b>				
	1.01	<b>Scheduled fixed-charge and value-related items:</b>				
	.01	Fixed preliminary and general charges	-	-	sum	
G 8.9	1.02	<b>Special testing</b>				
	.01	Special testing as required by the	-	PC	sum	6,000.00
	.02	Attendance and profit	%	6,000	.....%	
G 8.13	1.03	<b>Occupational Health and Safety</b>				
	.01	Compliance with OHS Act and Construction Regulations	-	-	sum	
CC.09	1.04	<b>Supply complete schematical plan - fence routes including existing and newly installed fences</b>				
	.01	Hantam Botanical Garden	-	-	sum	
G 8.8.4.1	1.05	<b>Location and protection of existing services:</b>				
	.01	Water and sewer pipes	-	-	sum	
	.02	Electrical and other cables	-	-	sum	
<b>TOTAL SCHEDULE 1: CARRIED TO SUMMARY: GENERAL</b>						

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

**South African National Biodiversity Institute**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

**SCHEDULE 2: VERMIN PROOF PERIMETER FENCE**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<b>2.00</b>	<b><u>FENCING</u></b>				
CC.01	2.01	Clearing of growth and grubbing along fence line	m	7,500		
CC.04	2.02	<b>Dismantling existing fences and gates including posts, stays, etc as indicated by the engineer</b>				
	.01	Fences: Existing 1.2m wire netting (vermin-proof fences)	m	25,000		
CC.05	2.03	<b>Providing temporary fences and gates as indicated by the engineer</b>				
	.01	Fences: 1.2m wire netting	m	150		
CC.02	2.04	<b>Supply and erection of new fencing material to replace old material:</b>				
	.01	Wire netting: 1.2m <b>fully galvanised</b> hexagonal wire netting with a minimum diameter of 1.8mm and 75 mm aperture	m	25,000		
	.02	Timber Straining/Corner Posts 2.4m long (founded in class 20/19 concrete): Timber post - 125mm - 150mm top dia treated timber pole 2.4m long	number	300		
	.03	Timber Anchor brace post to support corner and straining posts in a horizontal direction of 1.8m long: Timber support horizontal - 100mm - 125mm top dia treated timber pole: Bind anchor wire from straining post to anchor brace post with 4mm x 2 strands binding wire around post and through 19mm drilled hole	number	220		
	.04	Anchor wire: 4mm x 4 strands fully galvanised soft binding wire through 19mm drilled hole	number	440		
	.05	Staples: 40mm steel staples at angle across wires required for corner posts and straining posts	number	600		
	.06	Steel Dropper: 1.4m - 0.56kg/m ridgeback pattern dropper	number	6,250		
	.07	Y-Standard: 1.8m 2.5kg/m Steel Y-Standard	number	2,083		
	.08	Straining wire: 2.24mm diameter <b>fully galvanised</b> high-tensile grade steel wire.	m	100,000		
	Carried forward					

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**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

**SCHEDULE 2: VERMIN PROOF PERIMETER FENCE**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
		Brought forward				
CC.03		.09 Barbed wire: <b>fully galvanised</b> high-tensile grade steel single strand 3.15mm x 2.50mm oval shaped wire, with a 2.82mm equivalent diameter	m	50,000		
		.10 Heavy duty pedestrian gate: Fully galvanised: 1.2m high 900mm wide - 43 x 2.0mm O/D pedestrian gate complete including hinges, washers, bolts and locking chain attached to the gate	number	8		
		.11 Heavy duty farm gate: Fully galvanised: 1.2m high 3.0m wide - 43 x 2.0mm O/D vehicle gate complete including hinges, washers, bolts and locking chain attached to the gate	number	12		
	2.05	<b>Removal of Trees (as instructed by engineer):</b>				
		.01 Diameter over 200mm up to 450mm	number	3		
		.02 Diameter over 450mm up to 700mm	number	2		
	2.06	<b>Repair of existing fences as instructed by the engineer</b>				
		.01 Existing fence: Repair work shall imply minor repairs, tightening the fence and patching damaged areas, including binding and tightening.	m	800		
<b>TOTAL SCHEDULE 2: CARRIED TO SUMMARY: REPAIR AND INSTALLATION</b>						

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

**South African National Biodiversity Institute**

G457/2022: The appointment of a contractor for the replacement of vermin proof perimeter fencing for the South African National Biodiversity Institute at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape

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SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

HANTAM NATIONAL BOTANICAL GARDEN: SANBI: VERMIN PROOF PERIMETER FENCE

**CALCULATION OF TENDER SUM**

SCHEDULE 1: GENERAL R .....

SCHEDULE 2: VERMIN PROOF PERIMETER FENCE R .....

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SUBTOTAL R .....

VALUE-ADDED TAX (VAT)

The tenderer shall add 15% of the subtotal for value-added tax R .....

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**TOTAL** R .....

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

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C3.1	DESCRIPTION OF THE WORKS	88
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C3.3	ANNEXURES	114

### **Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings  
Scope of Work  
Standardised Specifications

## **Description of the Works**

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

The Employer's objective is the installation of a new vermin proof perimeter fence to replace the old fence at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape.

### **C3.1.1 Overview of the Works**

This project entails the installation of a new vermin proof perimeter fence to replace the old fence at the Hantam National Botanical Garden in Nieuwoudtville, Northern Cape.

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

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

- Removing existing perimeter fences
- Repairing existing perimeter fences
- Installation of new vermin proof perimeter fences

The Contractor will be required to construct the works in conformity with design criteria specified in the Project Specification and/or shown on the drawings.

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

The works is located at the following site:

- The Hantam National Botanical Garden (NBG) is located 4km South-East of Nieuwoudtville in the Northern Cape
- Coordinates 31°23'52.73"S, 19°08'27.05"E

### **C3.1.4 Description of Site and Access**

The garden is easily accessible via public roads.

### **C3.1.5 Temporary Works**

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

## **C3.2. Construction**

### **G : VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT, AS WELL AS TECHNICAL SPECIFICATIONS**

The following variations and additions to the SABS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SABS 1200.

#### **G GENERAL**

##### **G 1 SCOPE**

*REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all Civil Engineering Contracts, as well as the requirements for the Contractor's establishment on the Site."

##### **G 2 INTERPRETATIONS**

##### **G 2.3 DEFINITIONS**

###### **(a) General**

*ADD THE FOLLOWING DEFINITIONS:*

"General conditions: The General Conditions of Contract specified for use with this Contract, and the Special Conditions of Contract.

Specified: As specified in the standardised specifications, the Drawings or the Project Specifications.

Permanent Works: as defined in Subclause 1(1)(p) of the General Conditions of Contract shall for the purpose of this Contract, be regarded as the repair work.

###### **(c) Measurement and payment**

*REPLACE THE DEFINITIONS FOR "fixed charge", WITH THE FOLLOWING:*

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract Time of Completion.

**G 2.4      ABBREVIATIONS**

- (a)      Abbreviations relating to standard documents

*ADD THE FOLLOWING ABBREVIATION:*

"CKS: SABS Co-ordinating Specification."

**G 3            MATERIALS**

**G 3.1        QUALITY**

*ADD THE FOLLOWING:*

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS Specifications shall bear the SABS mark, whether so specified or not."

*ADD THE FOLLOWING SUBCLAUSE:*

**G 3.3        ORDERING OF MATERIALS**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer."

**G 4            PLANT**

**G 4.2        CONTRACTOR'S OFFICES, STORES AND SERVICES**

*ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:*

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only one night-watchman may be on the Site after hours."

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"One chemical toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

**G 5 CONSTRUCTION**

**G 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

**"G 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**

**G 5.4.1 Location of existing services**

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

**G 5.4.2      Protection during repair and maintenance work**

The Contractor shall exercise all the necessary care to prevent damage to known services during repair and maintenance work. Where applicable, major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

**G 5.4.3      Alterations and repairs to existing services**

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

*ADD THE FOLLOWING SUBCLAUSE:*

**"G 5.9      SITE MEETINGS**

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract."

**G 6      TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE:*



## **"G 6.4            GENERAL**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

## **G 8                MEASUREMENT AND PAYMENT**

### **G 8.1             MEASUREMENT**

#### **G 8.1.2          Preliminary and general items or section**

##### **G 8.1.2.2       Tendered sums**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"The Contractor's tendered sums under item G 8.3 shall cover all charges for

- risks, costs and obligations in terms of the General Conditions of Contract and of this standardised specification, except where provision is made in these Project Specifications to cover compensation for any of these items;
- head-office and site overheads and supervision;
- profit and financing costs;

- expenses of a general nature not specifically related to any item or items of permanent or temporary work;
- providing facilities on site for the contractor's personnel

## **G 8.2        PAYMENT**

### **G 8.2.1      Fixed-charge and value-related items**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

Eighty per cent (80%) of the sum tendered will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the works have been completed, the facilities have been removed and the camp site has been cleared and cleaned.

## **8.3        SCHEDULED FIXED-CHARGE ITEMS**

*REPLACE THE ITEMS WITH THE FOLLOWING:*

**"G 8.3.1      Fixed preliminary and general charges ..... Unit : Sum**

## **8.8        TEMPORARY WORKS**

*REPLACE ITEM 8.8.4 WITH THE FOLLOWING:*

**"G 8.8.4      Location and protection of existing services:**

**G 8.8.4.1      Provision of detecting devices for:**

(a) Water and sewer pipes ..... Unit : Sum

(b) Electrical and other cables ..... Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

**G 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:**

- (a) In roadways ..... Unit: m<sup>3</sup>
- (b) In all other areas ..... Unit: m<sup>3</sup>

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material, and for supplying adequate supervision during both excavation and backfilling operations."

**ADD THE FOLLOWING ITEMS:**

**"G 8.9 ADDITIONAL TESTS:**

- (a) Additional tests required by the Engineer ..... Unit : Sum
- (b) Attendance and profit ..... Unit : %

An amount has been allowed in the Schedule of Quantities under subitem (a) to cover the cost of additional tests required by the Engineer. The Engineer will have the sole authority to spend the amount or part thereof.

The tendered percentage under subitem (b) will be paid to the Contractor on the value of each payment made to the testing authority.

Note in connection with subitem (a):

The Contractor is responsible for both the cost of normal testing and for the cost of any additional test that indicates that the Specifications have not been complied with.

**G 8.13      COMPLIANCE WITH OHS ACT AND CONSTRUCTION REGULATIONS..... Unit: sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2003 at all times during the repair *and* maintenance phase, as described in the Project Specifications. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts for the entire duration of the contract period.

## **CC FENCING AND GATES**

### **CC 01 SCOPE**

This specification covers the repair and installation of fencing and gates at the Hantam National Botanical Garden.

### **CC 02 STANDARD SPECIFICATIONS**

#### **CC 02.01 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES**

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof:

- SANS 763 - Hot-dip (galvanised) zinc coatings (other than on continuously zinc-coated sheet and wire) (1988)
- SANS 675 - Zinc-coated fencing wires (plain and barbed) (1993)
- SANS 1373 - Chain-link fencing and its wire accessories (1983)
- COTO - Standard Specification for Road and Bridge Works (2020)

#### **CC 02.02 OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993**

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) shall be adhered to.

#### **CC 02.03 MANUFACTURERS' SPECIFICATIONS, CODES OF PRACTICE AND INSTALLATION INSTRUCTIONS**

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

#### **CC 02.04 MUNICIPAL REGULATIONS, LAWS AND BY-LAWS**

All municipal regulations laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

### **CC 03 OPERATING AND MAINTENANCE MANUALS**

No operation and maintenance manuals will be required for fencing and gates.

## **CC 04            EXECUTION OF WORK**

The Contractor shall investigate and inspect all areas of the installation to confirm the extent of the repair work required and shall report to the Engineer. The Engineer will thereafter demarcate any areas to be repaired and shall instruct the Contractor with regard to the repair work to be done.

Any fencing work identified either by the Contractor or during inspection by the Engineer shall be carried out on the instruction of the Engineer.

The Contractor shall ensure that the necessary materials, skilled personnel, tools and equipment are available at all times to maintain the prison fence in a state of good repair.

The Engineer shall indicate where new fences are to be erected, or where repairs are necessary.

Under no circumstances shall a fence be left open or unattended at any time. Whenever a part of the fence is taken down to repair/replace it, it will be replaced within the same day it has been taken down.

### **CC 04.01        SCOPE OF WORK**

The erecting of new fences and associated works, the repair or improvement of existing fences as indicated on the drawings or as specified by the Engineer. Also included shall be the erection of temporary fences as well as the removal and stacking of fencing where specified by the Engineer.

### **CC 04.02        CLEARING THE FENCE ROUTE**

Prior to the removal of indigenous vegetation, verification of compliance with Environmental legislation shall be undertaken.

The fence line shall be cleared over a 1,0 m wide strip, 0,5 m on either side of the centre line of the fence and surface irregularities shall be smoother and graded so that the fence will follow the general contour of the ground.

The removal of trees or shrubs within the specified width interfering with the integrity of the fence up to a diameter of trunk of 200mm (measured 0,5m above ground level) shall be deemed included in the rate. Trees with trunk diameter in excess of 200mm shall be measured elsewhere.

#### **CC 04.03      INSTALLATION OF POSTS, STAYS, STANDARDS AND DROPPERS**

Posts shall be accurately set in holes and be provided with concrete bases class 20/19 to the dimensions specified.

Holes shall be dug to their full specified depth (included in the payment item).

Posts shall be firmly planted into the ground at the same spacing as the existing posts or as instructed by the Engineer. The spacing of posts between any two straining posts shall be uniform.

Straining posts, stays, standards and droppers shall be of the type, size and length indicated.

Timber posts shall comply with the requirements of SANS 457 part 2 or part 3. Timber posts shall be treated in accordance with SANS 10005 with creosote that complies with SANS 616, or if it is approved by the Engineer it shall be treated with a copper-chrome-arsenic compound for timber preservation, which complies with SANS 673.

Unless otherwise specified or shown on the drawings, rolled steel posts shall be 15 or 22 kg/m rails and standards shall be 2,3 kg/m Y-sections. Rolled steel shall be provided with a protective coating of bitumen or other approved material.

Steel droppers shall be at least 0,56 kg/m ridgeback-pattern droppers, unless otherwise specified or shown on the drawings. Steel droppers shall be provided with a protective coating of bitumen or other approved material.

#### **CC 04.04      BOLTS FOR STAYS**

Bolts shall be galvanized steel bolts of the required length and diameter, which shall not be less than 12 mm. All the necessary bolts, nuts and washers, shall be supplied with each post. All steel bolts, nuts and washers shall have a hot-dip (galvanized) zinc coating, which complies with the requirements of SANS 121.

#### **CC 04.05      ERECTING STRAINING POSTS AND STANDARD**

Straining posts shall be erected at all terminal points, gates, low points (as required), corners and bends in the fencing and at all junctions with other fences. Straining posts shall not be spaced further apart than shown on the drawings. The length of posts above ground shall be such that the correct clearance between the lowest wire and the ground can be obtained.

Straining posts shall be accurately set in holes and shall be provided with concrete bases to the dimensions shown on the drawings. Care shall be taken not to destroy or disturb any cadastral boundary beacons particularly at corner or bends in fences.

Any disturbed or destroyed cadastral beacons shall be re-instated by the Contractor at his cost. Holes shall be dug to the full-specified depth. Where, on account of the presence of rock, the holes cannot be excavated by hand or by pneumatic tools and the Contractor must resort to the use of explosives, separate payment for the drilling and blasting operations will be made.

All straining posts shall be braced by means of stays or anchors as shown on the drawings or as directed by the Engineer. Tubular stays, where used, shall be bolted to the posts.

Standards shall be firmly planted into the ground at the spacing's shown on the drawings or as directed by the Engineer. The spacing of standards between any two successive straining posts shall be uniform and not greater than that shown on the drawings. In rock or hard material standards shall be either driven or set in holes drilled into the rock. The size of drilled holes shall provide a tight fit to the standards. Care shall be taken when driving steel standards to prevent their buckling or being damaged.

All straining posts and standards shall be accurately aligned and set plumb. After the straining posts and standards have been firmly set in accordance with the foregoing requirements, fence wires shall be attached thereto at the vertical spacing shown on the drawings.

#### **CC 04.06      ERECTING FENCE WIRES**

All fencing wire shall be tied to the standards or posts to prevent the wires from being displaced or becoming loose. Generally tensioned wires shall be located to the outside posts to ensure stressing the fence due to animals leaning on fences is transferred directly to the posts rather than to the tie wires. The wire shall be carefully tensioned without sagging, and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out, or that it will be easily damaged during veld fires. The effects of temperature during tensioning shall be considered to prevent excessive under or over tensioning due to extreme hot or cold weather. Each strand of fencing wire shall be securely tied in the correct position hard up to each standard with soft galvanized tying wire. The tying wire for each strand shall pass through a hole or notch in the standard, while the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in a vertical direction.

At all straining posts at terminal points, gates, corners, bends and other specified positions, the fencing wire shall be securely wrapped twice around the post and secured against slipping by tying the end tightly around the wire by means of at least six snug tight twists.



Where high-tensile wire is used, two long twists may first be made followed by the six tight, snug twists around the post to prevent the wire from breaking at the first twist. When smooth wire is used, the loose end shall preferably be bent over and hooked into the notch between the fencing wire and the first twist.

Splices in the fencing wire shall be permitted if made in the following manner with a splicing tool. The end of each wire at the splice shall be taken at least 75 mm past the splicing tool and wrapped snugly around the other wire by not less than six complete turns with the two separate wire ends being turned in opposite directions. After the splicing tool has been removed, the space left by it in the spliced wire shall be closed by pulling the wire ends together. Unused wire ends shall be cut close so as to leave a neat splice.

The gaps between gate posts and the adjacent straining posts shall be fenced off with short lengths of fencing wires.

Droppers shall be tied to each fence wire with soft tying wire in the required position as specified for standards to prevent slippage in a vertical direction. The spacing of droppers between any two straining posts shall be uniform. Anchoring to structures shall be done as shown on the drawings.

Barbed-tape security barrier shall be attached to the fence as shown on the drawings at maximum spaces of 1,0 m between tying points. Barbed- tape security barrier rolls shall be spliced by overlapping for one full circle and tied at four evenly spaced points along the circumference. Spliced ends shall coincide with the positions of the standards.

#### **CC 04.07      ERECTING DIAMOND MESH OR WIRE NETTING**

Wire netting or diamond mesh shall be stretched against the fence and properly tied to the fencing wire as shown on the drawings. The diamond mesh or wire netting shall be secured by soft tying wire at 1,2 m centres along the top and bottom wires and at 3,0 m centres along each of the other fencing wires, unless otherwise shown on the drawings.

In the case of vermin-proof fencing, vermin shall be prevented from creeping under the fence by either one of the two methods described below as specified:

- By folding back the bottom 130 mm of the wire netting so that it lies flat on the ground and by tightly packing stones (having a minimum dimension of 200 mm) end to end on this flap to secure it in position.
- By embedding the lower 130 mm of the wire netting in the ground and thoroughly compacting the earth around it on both sides, to secure the netting.

#### **CC 04.08      CLOSING OPENINGS UNDER FENCES**

At ditches, streams, drainage channels or other depressions where the fence cannot be erected so as to follow the general ground contour, the Contractor shall close the opening under the fence with horizontal barbed wires at 150 mm distances, stretched between additional posts or straining posts as shown on the drawings or directed by the Engineer. In the case of pedestrian, vermin- proof and security fences the opening shall be covered with strips of wire netting or diamond mesh 1,0 m wide, fixed to the barbed wires.

In the case of larger streams where damming of debris against the fence would constitute a hazard, the opening below the bottom fencing wire shall be closed with loose- hanging wire nets. For this purpose additional straining posts shall be planted on both sides of the stream with a cable consisting of at least live strands of smooth fencing wire stretched between them. Onto this cable vertical strips of diamond mesh hanging down to ground level shall be fixed. The edges of the various strips of diamond mesh shall be tied to each other so that the entire mat will be raised by water flowing underneath to leave a free stream area. These mats at streams shall be erected only if specified. If it should be necessary to keep the bottoms of the mats on the ground, the Engineer may order that timber posts or pipes be fixed horizontally to the bottom ends of the diamond- mesh strips.

#### **CC 04.09      EXISTING FENCES**

Where a new fence joins an existing fence whether in line or at an angle, the new fence shall be erected with a new straining post positioned at the terminal of the existing fence.

Existing fences that require to be taken down or moved to a new location shall be dismantled, material not required for re-erection or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Engineer's instructions. Fencing wire and wire netting shall be stacked clear of the ground. Payment will be made only for fences removed in accordance with the written instruction of the Engineer.

Where fences require moving, the Contractor shall re-use all the material, declared to be suitable for this purpose by the Engineer, plus such new material as may be required to put up the fence again to the standard specified for new fences. The Engineer shall not be responsible for any delays or costs arising from the breaking of re-used wire during straining.

#### **CC 04.10      ERECTING GATES**

Gates shall be erected at the positions indicated by the Engineer. The gates shall be hung on gate fittings in accordance with the requirements shown on the drawings or specified. Gates shall be so erected as to swing in a horizontal plane at right angles to the gate posts, clear of the ground in all positions. In pedestrian and security fences the double swing gates shall leave a gap not exceeding 25 mm between them when closed and other gates shall not be further than 25 mm from the gate post when closed.

The clearance below the gates shall not exceed 75 mm with the gates closed.

#### **CC 04.11      TEMPORARY FENCING AND GATES**

If required, the Contractor shall erect temporary fencing and gates as required. The material and erection shall be in accordance with the provisions of this Section, but the material need not necessarily be new. Where used materials are offered, they shall nevertheless be in a good condition and approved in advance by the Engineer. When no longer required, the temporary fencing and gates shall be dismantled and removed.

#### **CC 04.12      REPAIRS TO FENCES**

In the case of fences that require repairing, the Contractor shall use new material as may be required to re-erect the fence to the standard specified.

#### **CC 04.13      ERECTING NEW FENCING MATERIAL**

All new material used to replace old material shall be similar to the old material replaced unless a new material is specified by the Engineer.

#### **CC 05            QUALITY STANDARD**

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions.

The Contractor shall, on completion of each section of fence, remove all off-cuts and other loose wire or netting, poles and concrete so as to not create a hazard to grazing animals or a nuisance to the owners or occupiers of the properties.

The Contractor shall determine the required frequency of testing and conduct sufficient tests on the sourced material for each type of material, in order to ensure that the quality of materials produced will meet the specified requirements for the particular layer for which it will be used.

The Engineer may, at his discretion, elect to use the Contractor's test results if he is satisfied that the Contractor has complied with the process control requirements.

Any work or materials which do not comply with the specified requirements, shall be removed and replaced with work or materials which comply with the requirements or, if the Engineer so agrees, shall be repaired so that it shall comply with the specified requirements after having been repaired.

## **CC 06 MATERIALS**

### **CC 06.01 POSTS**

#### **CC 06.01.01 Timber posts**

New posts or posts that need to be replaced shall be of the same type and size as the existing posts.

Timber posts shall comply with the requirements of SANS 457 part 2 or part 3. Timber posts shall be treated in accordance with SANS 10005 with creosote that complies with SANS 616, or if it is approved by the Engineer it shall be treated with a copper-chrome-arsenic compound for timber preservation, which complies with SANS 673.

#### **CC 06.01.02 Timber posts for wire mats**

Timber posts of the required length and diameter for holding down wire mats where the fence crosses streams shall comply with the requirements of CC 04.03.

### **CC 06.02 WIRE**

#### **CC 06.02.01 Barbed wire**

Barbed wire shall comply with the requirements of SANS 675 for class A zinc coating, and shall be one or more of the following types:

- (a) High-tensile-grade steel single-strand 3,15 mm x 2,50 mm oval-shaped zinc-coated wire, with a 2,82 mm equivalent diameter and with a 1,8 mm diameter barb
- (b) High-tensile grade, oval shaped, single-strand wire, 2,80 mm x 1,90 mm (2,31 mm equivalent diameter), fully galvanised (first class coating). This wire shall not be used less than 500 mm above ground where there is danger of grass fires;
- (c) Mild-steel-grade zinc-coated double-strand unidirectional-twist wire, each strand 2,50 mm in diameter with a 1,8 mm diameter barb, for use at any height above ground.
- (d) Barbs shall be spaced at a maximum of 150 mm apart.
- (e) Smooth wire shall comply with the requirements of SANS 675 for class A zinc coating and shall be of the types specified below:
- (f) Straining wire high-tensile-grade steel 4,0 mm diameter zinc-coated wire for use at any height above ground.
- (g) Fencing wire high-tensile-grade steel 2,24 mm diameter zinc-coated wire for use above 500 mm above ground where there is a risk of veld fire.
- (h) Tying wire shall comply with the requirements of SANS 675 for class A zinc coating and shall be 2,50 mm diameter mild-steel zinc-coated wire for tying

fencing wire to standards and droppers and 1,6 mm mild-steel zinc-coated wire for tying netting and mesh wire to the fencing wire.

- (i) The actual diameter of wire supplied shall equal the specified diameter subject to the appropriate tolerance given in SANS 675.

#### **CC 06.02.02 Barbed tape coil**

Barbed tape coil shall comply with the requirements for type A in CKS 592 and shall consist of close-coiled, high-tensile wire with a continuous strip of flat steel barbs (barbed tape) crimped to the wire along the entire length of the wire.

The high-tensile wire shall be Class B galvanized. The barbed tape shall be made of cold-roller carbon steel and galvanized to Class 2450.

Barbed-tape security barrier shall comply with the requirements of SANS 1620. The high-tensile steel wire shall be heavily galvanized (class A), and the barbed tape and concertina clamps shall also be heavily galvanized (class Z600). The diameter of the roll shall be 950 mm or 700 mm according to specifications.

#### **CC 06.02.03 Smooth wire**

Smooth wire shall comply with the requirements of SABS 675 and shall be of the types specified below:

- (a) Straining wire shall be 4,0 mm diameter and fully galvanised.
- (b) Fencing wire shall be high-tensile grade, 2,24 mm diameter wire **fully galvanised**.
- (c) Tying wire shall be 2,50 mm diameter, mild steel, galvanised wire for tying fencing wire to standards and droppers, and 1,60 mm diameter, mild steel, galvanised wire for tying netting and mesh wire to fencing wire.

#### **CC 06.02.04 Wire Netting**

Wire netting shall be **fully galvanized** mild-steel wire with a minimum diameter of 1,8 mm with 75 mm hexagonal mesh. The height shall be as indicated on the drawings.

#### **CC 06.03 MANUFACTURING TOLERANCES FOR WIRE**

The actual diameter of wire supplied shall nowhere be less than the specified diameter by more than the following tolerances:

Specified diameter	Tolerance
1,00 - 1,8 mm	0,05 mm
2,00 - 2,8 mm	0,08 mm
3,15 - 4,0 mm	0,10 mm

#### **CC 06.04      GATES**

Gates shall be manufactured to the dimensions and details shown on the drawings. Gates shall be complete in every respect, including hinges, washers, bolts and locking chains attached to the gate.

Gates shall be zinc-coated as specified in SANS 121, or painted as specified or as indicated on the drawings.

#### **CC 06.05      CONCRETE**

All concrete work shall be carried out and cement shall comply with SANS 50197-1 for CEM I or CEM II with a strength class of 32.5 or greater, and a rate of strength gain of N or greater.

Unless the Contractor obtains the concrete from a commercial concrete supplier, the Contractor shall be responsible for providing suitable materials, determining the mix proportions and manufacturing the concrete of the required quality to comply with SANS 50206.

The mix design shall be based upon obtaining an average concrete compressive strength sufficiently above the specified characteristic compressive strength so that, considering the expected variability of the concrete and test procedures, no more than 5 % of strength tests will be expected to fall below the specified characteristic compressive strength.

Where concrete is supplied by a commercial source outside the direct control of the Engineer, the concrete supplier shall ensure compliance with the requirements of SANS 50206 (SANS 878), and the Contractor shall have full responsibility to implement acceptance control testing in accordance with the specification.

All concrete mixed on the site of works shall be weigh-batched unless the Contractor can demonstrate to the Engineer that his method of proportioning the concrete ingredients consistently produces uniform concrete, which meets the strength requirements. Unless otherwise specified, mortar shall consist of a mixture of six parts of concrete sand to one part of cement.

Concrete and mortar shall be properly mixed to a uniform consistency. The total period between the time that the cement is placed into the mix until mixing starts shall not exceed 15 minutes. Concrete and mortar shall be so transported to its final position that segregation or loss of any of the ingredients or contamination will be prevented and that the mix is of the required workability at the point and time of placing. It shall be protected against rain, heat, direct sunlight and/or evaporation by means of covers. No additional water may be added in transit or where delivered or placed. Concrete shall be placed within 60 minutes from the start of mixing. This time may be extended by the Engineer where a retarding admixture has been used. All excavations and other contact surfaces of an absorbent nature such as timber formwork shall be damp but no standing water shall be permitted to remain on these surfaces. The formwork shall be clean on the inside.

**CC 08 MEASUREMENT AND PAYMENT**

**CC.01 CLEARING FENCE ROUTE 1m WIDE STRIP.....Unit: metre (m)**

The unit of measurement for the clearing of the fence route shall be the metre of fence line measured along each fence line.

The tendered rate shall include full compensation for the clearing of the fence line as specified, including the removal of stones and other obstructions and the disposal as directed of all material resulting from clearing operations.

**CC.02 SUPPLY AND ERECTION OF NEW FENCING MATERIAL TO REPLACE OLD MATERIAL:**

(a) Barbed wire .....Unit: metre (m)

(b) Smooth wire .....Unit: metre (m)

(c) Diamond mesh .....Unit: metre (m)

(d) Wire netting .....Unit: metre (m)

(e) Barbed tape coil .....Unit: metre (m)

(f) Posts .....  
.....Unit: number

(g) Gates .....Unit: number

(h) Y-standards .....Unit: number

(i) Droppers .....Unit: number

The quantity of material used shall be determined by measuring the quantities of individual items of material installed in the completed fence. Clearing of the fence line will be paid for under item CC.01 where required.

The applicable units of measurement are as follows:

(a) Fencing wire and basked tape coil

The unit of measurement shall be the metre of each type of fencing wire measured in place and between end posts. Binding wire and wire used for bracing and anchoring of posts shall not be measured for payment. Barbed tape coil shall not be measured along the coiled wire but also between end posts.

(b) Diamond mesh and wire netting

The unit of measurement shall be the linear metre of diamond mesh or wire netting at the specified height stipulated in the payment item, and the quantity shall be calculated using the prescribed width and the length between straining posts or gate posts. Binding wire and wire used for bracing and anchoring of posts shall not be measured for payment.

(c) Posts

The unit of measurement shall be the number of posts, as follows:

All straining posts erected in accordance with the maximum specified spacing or such lesser spacing as authorised by the Engineer, all corner and gateposts authorised by the Engineer and all end posts. Gate posts for new gates shall not be measured for payment. The rate shall include all excavation and concrete class 20/19 required as per the drawings.

(d) Gates

The unit of measurement shall be the number of each type of gate installed. Gate posts for new gates shall not be measured for payment and shall be deemed included in the rate.

**CC.03      REPAIR OF EXISTING FENCES .....Unit: metre (m)**

The unit of measurement for repairing existing fences shall be the metre of existing fence repaired on the instruction of the Engineer.

The tendered rate shall include full compensation for all overheads and transporting all labour, tools, and materials from the Contractor's base to the point of repair.

Repair work shall imply minor repairs, tightening the fence and patching damaged areas. The tendered rate shall also include full compensation for all labour, tools, binding and tying wire and patching material for repairing the fence.

The tendered rate shall include full compensation for untying the existing fence (where necessary) and reinstating it, tying of droppers, and repairing and re-aligning of standards to the satisfaction of the Engineer as well as for coiling and stacking material unsuitable for re-use. Fencing material replaced shall be paid for under items CC.02.

If the existing fence is damaged by the Contractor's construction activities, the Contractor shall repair the fence at his own cost.



**CC.04      DISMANTLING EXISTING FENCES AND GATES:**

(a) Existing fence .....Unit: metre (m)

The unit of measurement for the dismantling of existing fences shall be the meter of each type taken down and dismantled on the Instruction of the Engineer.

The tendered rates shall include full compensation for taking down existing fences and gates, posts, straining posts, coiling wires, rolling netting into rolls, transporting the material to designated sites and stacking the material. **The fences removed shall become the property of the contractor, and shall be removed from site at the contractor's own cost on completion of the project.**

**CC.05      PROVIDING TEMPORARY FENCES AND GATES:**

(a) Wire netting .....Unit: metre (m)

The unit of measurement for items CC.05 (a) shall be the meter of each type of temporary fencing erected on the instructions of the Engineer.

The tendered rates shall include full compensation for providing all labour, new or suitable second-hand material putting up the temporary fence and when no longer required, dismantling and removing it from the site to any new locality where it is required, and for neatly restoring the ground surface.

Material provided by the Contractor for temporary fences will similarly become the Contractor's property after the temporary fences have been dismantled.

**CC.06      DISPOSAL OF EXISTING FENCING MATERIALS:**

(a) Diamond mesh .....Unit: metre (m)

(b) Wire netting .....Unit: metre (m)

(c) Temporary Gates .....Unit: number

The unit of measurement of fencing shall be the kilometre of fencing, regardless of condition, disposed of, and the length shall be measured between the terminals points of the sections removed.

The unit of measurement for gates shall be the number of gates removed regardless of condition including all fittings.

The tendered rate may be positive or negative as assessed by the Contractor. The tendered rate shall include full compensation for the removal from site and disposal of the fencing, poles, bolts and nuts of gates as scrap including loading, transporting

and off-loading. A full record of the destination of fencing material disposed of shall be provided to the Engineer for control purposes.

Dismantling of fencing shall be measured and paid for under item CC.04.

**CC.07      REDRESS, TREAT AND PAINTING OF FENCE .....Unit: metre (m)**

The unit of measurement for the redressing (tightening, repairing and patching), treating and painting the fence line shall be the metre of fence line measured along each fence line.

The tendered rate shall include full compensation for performing minor repairs, tightening the fence, patching damaged areas, treating the existing fence with an approved rust remover/inhibitor and then applying cold galvanising as specified by the Engineer.

**CC.08      TREATING AND PAINTING OF POLES .....Unit: metre (m)**

The unit of measurement for the treating and painting of poles shall be the metre of pole as instructed by the Engineer.

**(a) For steel posts**

The tendered rate shall include full compensation for treating the existing poles with an approved **rust remover/inhibitor** and the applying **cold galvanising** as specified by the Engineer.

**(b) For timber posts**

The tendered rate shall include full compensation for treating the existing poles with approved **timber treatment paint** in accordance with SABS 457 such as carbolineum treatment as specified by the Engineer

**CC.09      SUPPLY COMPLETE SCHEMATIC PLAN ..... Unit: sum**

The unit of measurement shall be the sum for a complete colour set (three colour A0-size copies) of the schematic plan(s) as well as 'dxf' or 'dwg' electronic format.

The tendered rate shall include full compensation for all expenses such as paper, copy work and printing required for the completion of the schematic plan.

The schematic plan shall include and comply with the following:

**(a) Ground survey**

All fences must be shown on a complete schematic plan as required by the Engineer. An effort must be made to trace the routes of fence lines.

(b) General

All survey data shall be captured in electronic format (DXF or DWG). Drawings shall be drawn to scale.

## TITLE BLOCK

The standard drawing sheet layout and title block of SANBI must be used.

Complete all the relevant fields in the title block with reference to the name of the specific Botanical Garden in the appropriate block. The words SCHEMATIC PLAN should form part of the drawing title.

## Drawing Number

The drawing number should consist of a three-part identifier:

- Botanical Garden designator: RFQ number
- Drawing number:           Numbering will start at 1
- Revision number:           Will start at 01

Typical example: RFQ: SANBI: Q7883/2022 Rev 01

## DRAFTING CONVENTIONS

The Schematic Plan should be created following engineering conventions and standards in order to represent a clear drawing simplifying the huge amount of visual information.

## Paper Prints

Preference is given to size A1 plans, but for reporting size A3 will be used and the information should still be legible in this format.

## Scale

The Schematic Plan must be drawn according to scale and the following scales can be used:

- 1:200 or 1:500 or 1:1000

## Plan Orientation

The Botanical Garden should be rotated on the plan so that the north point arrow are pointing in the direction of either the upper left or upper right quadrants of the plan. The north point arrow to be placed in the top right-hand corner of the drawing space.

## Contours

Contours should not be printed on the final Key Plan.

#### Surfaced Areas

Surfaced roads should be indicated by two solid lines as well as paved areas. Two long broken lines should be used to indicate gravel roads.

#### Lettering and Font Styles

Use the standard font style and font size for engineering drawings and do not use stylized fonts.

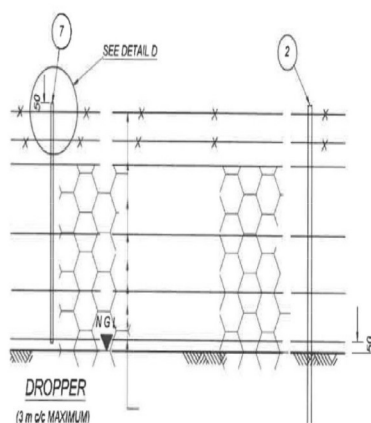
Create all text in upper case letters, except for certain unit designations such as km, m, mm, kVA, etc.

## **C3.1. Annexures**

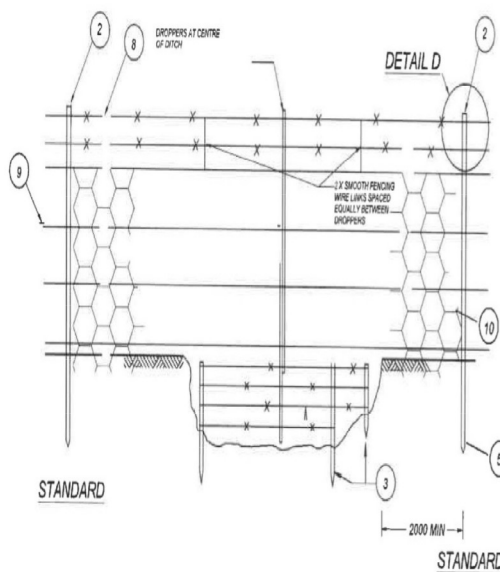
C3.3.2 Drawings

114

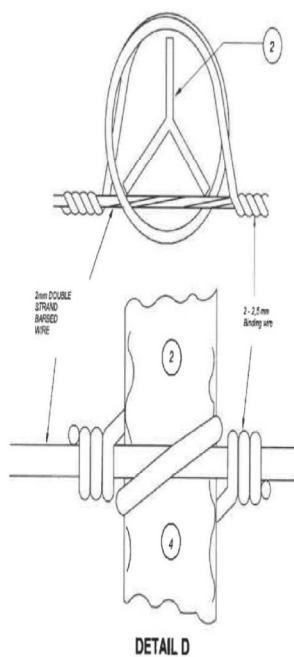




STOCK PROOF FENCE



CROSSING CANALS AND TRENCHES



DETAIL D

### LEGEND

- 1 125 - 150mm TOP DIAMETER x 2400 mm TREATED TIMBER POST CORNER, STRAINING AND ANCHOR POSTS
- 2 2.0 high x 1800 mm V SECTION IRON STANDARD
- 3 4mm x 4 STRANDS TWISTED SOFT GALVANIZED BINDING WIRE
- 4 100 - 125mm TOP DIAMETER x 1800 mm TREATED TIMBER POST BRACES IN BOX ANCHORS
- 5 STANDARDS EMBEDDED IN CLASS 20/19 CONCRETE IF ORDERED BY THE ENGINEER
- 6 STAKES (DROPPER PROFILE) OF SUITABLE LENGTH DRIVEN FIRMLY INTO SIDES & BED OF TRENCH AT APPROVED SPACINGS. STAKES TO BE ALIGNED WITH & TIED TO DROPPERS WITH WIRE WHERE REQUIRED.
- 7 0.68 high x 1450 mm RIDGEBACK PATTERN IRON DROPPER
- 8 Barbed wire, 2 x 2mm, galvanized, SABS approved
- 9 High Tensile 2.2mm dia plain wire, galvanized, SABS approved.
- 10 Netting wire, 1.8mm dia, 1200mm x 80mm hexagonal mesh

NGL NATURAL GROUND LEVEL

NOTES: 1. 40 mm STAPLES REQUIRED FOR CORNER POSTS AND STRAINING POSTS  
2. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE PROJECT PARTICULAR SPECIFICATIONS FOR FENCES



THE SOUTH  
AFRICAN NATIONAL  
BIODIVERSITY  
INSTITUTE (SANBI)

Physical Address:  
2 Cassopita Avenue  
Brummana  
Pretoria  
Gauteng



UKHUKHULA HOLDINGS  
POSTNET SUITE 300  
PRIVATE BAG X15  
MENLO PARK 0102

PROJECT

HANTAM NATIONAL BOTANICAL GARDEN:  
VERMIN PROOF FENCING

DRAWING TITLE

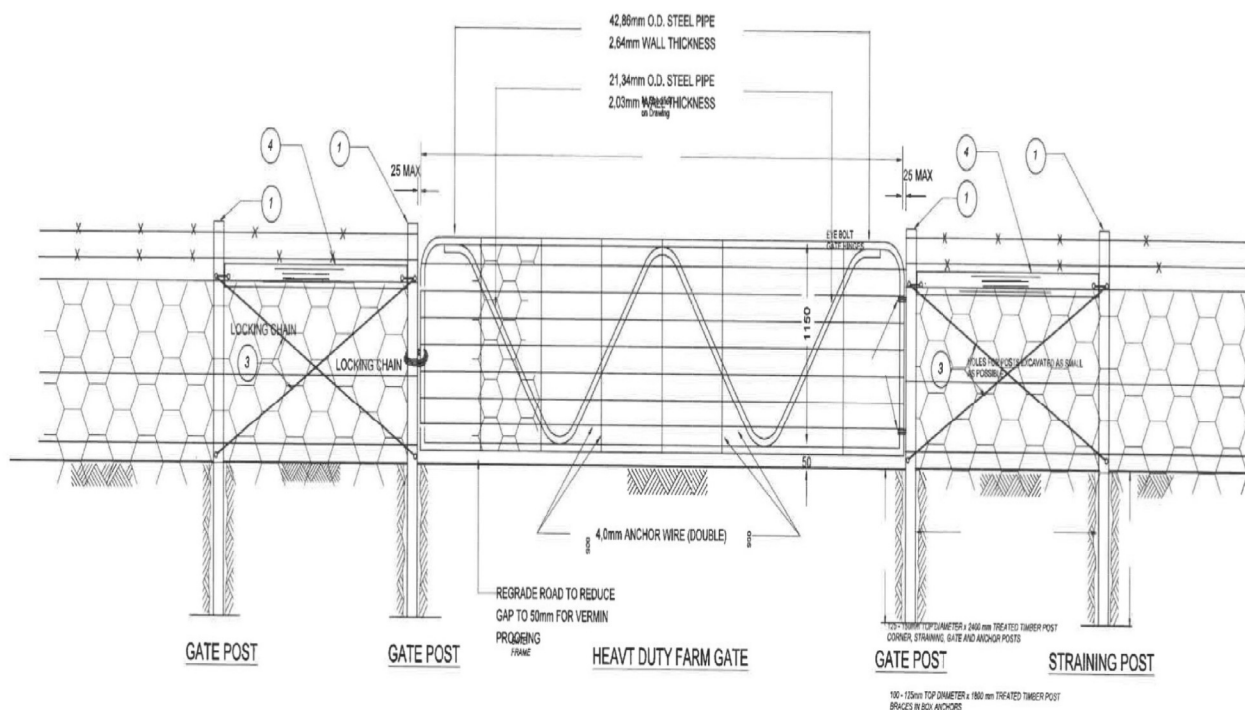
TYPICAL VERMIN PROOF  
1.4m HIGH FENCING DETAIL  
SHEET 2 OF 4

DATE: DECEMBER 2022

SCALE: NOT TO SCALE

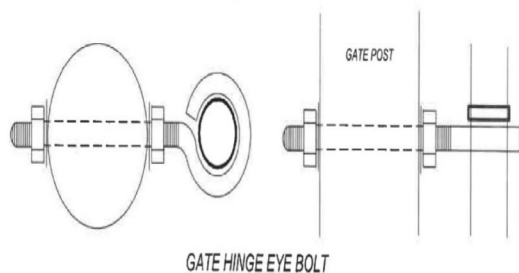
DRAWING No: Q7883-2021/291/007

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".



## FARM GATES

2. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE PROJECT PARTICULAR SPECIFICATIONS FOR FENCING



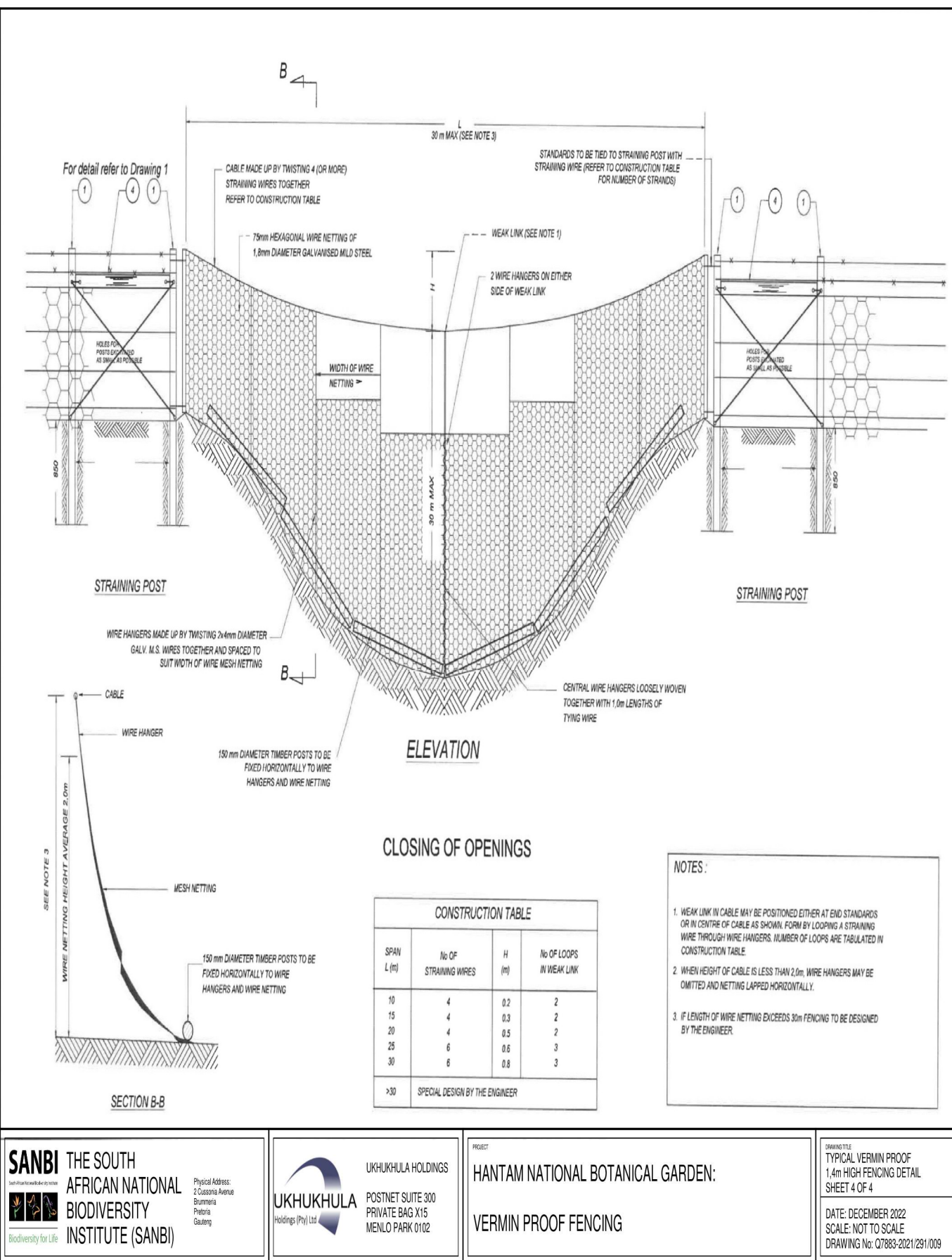
## LEGEND

- ① 125 - 150mm TOP DIAMETER x 3400 mm TREATED TIMBER POST  
CORNER, STRAINING AND ANCHOR POSTS
- ③ 4mm x 4 STRANDS TWISTED SOFT GALVANISED BINDING WIRE
- ④ 100 - 125mm TOP DIAMETER x 1800 mm TREATED TIMBER POST  
BRACES IN BOX ANCHORS

NGL NATURAL GROUND LEVEL

NOTES: 1. 40 mm STAPLES REQUIRED FOR CORNER POSTS and STRAINING POSTS





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".

## **C4 Site Information**

### **PA HEALTH AND SAFETY SPECIFICATION**

#### **PA1 DESCRIPTION OF WORK**

The Contract shall comprise the supply of all labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all the following works:

- Establishment
- Removing, repairing and installing new vermin proof fencing
- Compliance to regulations relating to Health and Safety and the Environmental Management Acts

#### **PA2 DESCRIPTION OF THE SITE**

- The Hantam National Botanical Garden (NBG) is located 4km South-East of Nieuwoudtville in the Northern Cape
- Coordinates 31°23'52.73"S, 19°08'27.05"E

#### **PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014**

The intended construction work falls within the scope of "construction work" as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act no. 85 of 1995, as amended ("the Act").

#### **PA4 POTENTIAL SOURCES OF RISK**

The following potential sources of risk to the health and safety of persons on the site have been identified, and must, as a minimum, be appropriately addressed by the Principal Contractor in the Principal Contractor's Health and Safety Plan. In addition, the Principal Contractor must perform its own risk assessments to enable it to take the necessary precautions to protect the health and safety of persons on the site, to comply with the Principal Contractor's obligations under the Act and all Regulations made there under, including the Construction Regulations. All such precautionary measures and procedures must be included in the Principal Contractor's Health and Safety Plan, which must be submitted to the Client for review and approval and where applicable should include:

- Excavation work  
Ground conditions for the purposes of safe excavation shall be assessed by a competent person. The ground type and condition and water table shall be logged in accordance with Civil Engineering practice.
- Scaffolding
- Material hoists
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Air compressors
- Hot work (steel cutting and welding)
- Noise
- Portable electrical tools

- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders
- Dust
- Inadequate or fragile coverings
- Explosives
- Testing of pipelines

The contractor's attention is drawn to large forces existing on pipelines, specials and supports during pressure testing, and shall ensure that structures are properly secured during testing to withstand the pressures and forces.

## **PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM**

### *Health and Safety Philosophy*

The Client is required to ensure a working environment which, as far as reasonably practicable, is safe and without risk to the health of persons on the site.

#### **PA5.1 Contractor Health and Safety Management System**

The Principal Contractor will ensure and demonstrate to the Client that he, and all contractors to be appointed on this construction project, has adequately allowed for the cost of health and safety measures which may be required during the construction work.

#### **PA5.2 Appointment of Client's Health and Safety Adviser**

The Client will appoint a Health and Safety Adviser who will visit the site regularly to monitor and audit the execution of the contractor's Health and Safety Plans on behalf of the Client, without thereby limiting the contractor's own responsibility for health and safety, or attracting any vicarious responsibility or liability for the contractor's acts or omissions.

#### **PA5.3 Occupational Health and Safety Act Section 37(2) Agreements**

The Principal Contractor, as well as all contractors, must sign the Client's Section 37(2) agreement before commencement of their particular work.

For purposes of general communication regarding construction work progress, the Client appoints the Engineer.

## **PA6 CONTRACTOR HEALTH AND SAFETY PLANS**

Each contractor and sub-contractor working on the site must prepare a Health and Safety Plan to address and manage all applicable sources of risk as per items under point 4 of this specification as well as any other sources of risk which are identified during the contractor's own risk assessments. The Principal Contractor shall incorporate these into a single Health and Safety Plan for the execution of the entire contract works ("the Health and Safety Plan"). Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans which must then be submitted to the Client for approval.

The Health and Safety Plan must also address the following matters:

- i) Legal appointments required by the Act and any Regulations under the Act.
- ii) Procedures for compliance with all requirements of the Act and in particular Sections 8 and 9 of the Act.
- iii) Undertaking and procedure to stop any work which endangers the safety or health of any person.
- iv) System for recording and reporting of incidents both internal and external to the Department of Labour.
- v) Copy of the Act and its Regulations to be kept on the site and to be readily available to employees.
- vi) Incident register to be kept on the site.
- vii) Employment of only persons who are competent and have the necessary knowledge, training, qualifications and experience to perform the required construction work safely and effectively.
- viii) Appointment of only competent, knowledgeable, trained, qualified and experienced persons to supervise the construction work.

- ix) Procedures and arrangements for first aid facilities on the site.
- x) Procedures and arrangements for prompt reporting of injuries and other losses / incidents.
- xi) Emergency plans to deal effectively with potential site emergencies.
- xii) Use of effective processes for the identification and close out of root causes of incidents and accidents.
- xiii) Attendance by all contractors of monthly site health and safety meetings.
- xiv) Demonstration by all contractors of their health and safety monitoring and auditing systems to ensure compliance with their Health and Safety Plans, as part of their Health and Safety Plans.
- xv) Effective site health and safety induction programme for all workers on the site.

#### **PA7 ADDITIONAL DUTIES OF PRINCIPAL CONTRACTOR**

- i) The Principal Contractor must notify the Department of Labour of the intention to carry out construction work.
- ii) The Principal Contractor must coordinate the activities of all contractors and sub-contractors in the interest of health and safety.
- iii) The Principal Contractor must carry out all other duties described in Regulation 5 of the Construction Regulations 2003.
- iv) The Principal Contractor must register in terms of the Compensation for Occupational Injuries and Diseases Act or any other compensation funds approved by the Commissioner for its workmen, and provide to the Client proof thereof and also that it is in good standing with the Compensation Commissioner or approved insurer.

#### **PA8 GENERAL**

- i) Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the Principal Contractor of any of its obligations or liabilities.
- ii) The Client shall not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

#### **PA9 MEASUREMENT AND PAYMENT**

In addition to the allowance that the contractor would normally make in his rates for Health and Safety Aspects, the contractor shall price for all things necessary required to fulfil the requirements of the OHS Act and Regulations in the items scheduled in Schedule 1, General A.

## SECTION 37(2) MEMORANDUM OF AGREEMENT

Between

### SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

(Hereinafter referred to as SANBI)

And

.....  
Company registration number: .....

(Hereinafter referred to as **"the Contractor"**)

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to ..... henceforth referred to as the contractor, in as far as, SANBI shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfilment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of SANBI, you shall also be required to comply with the conditions and safety procedures of SANBI.

SANBI hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of SANBI to cease, until satisfied that such contravention has been rectified. Noncompliance to SANBI arrangements and procedures will adversely affect future contracts, while serious noncompliance may lead to immediate expulsion from the premises.

## 2. REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS

2.1 It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.

2.2 The contractor furthermore agrees to the following health and safety rules of SANBI:

2.2.1 The contractor shall have available a copy of the OHS Act on request.

2.2.2 Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.

2.2.3 Any contractor with five or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.

2.2.4 Any contractor with less than five employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.

2.2.5 The contractor shall keep up to date and available for inspection all applicable legally required registers.

2.2.6 The contractor shall make himself and his employees conversant with SANBI emergency and evacuation procedures.

2.2.7 The contractor shall not misuse anything, which is supplied in the interest of health and safety.

2.2.8 The contractor shall adhere to all SANBI safe working procedures.

2.2.9 The contractor shall be subject to the health and safety and security rules of SANBI.

2.2.10 No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

### **3. INDEMNIFICATION**

3.1 The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of SANBI and that the Contractor:

3.1.1 Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against SANBI, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of SANBI, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;

3.1.2 Hereby indemnifies SANBI, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

### **4. ACCEPTANCE**

4.1 I, .....the Contractor, do hereby declare that my company.....acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

.....  
**CONTRACTOR**

.....  
**DATE**

.....  
**SANBI PROJECT MANAGER**

.....  
**DATE**

.....  
**WITNESS 1**

.....  
**DATE**

.....  
**WITNESS 2**

.....  
**DATE**

## **HEALTH & SAFETY SPECIFICATIONS FOR MINOR CONSTRUCTION WORK ACTIVITIES AT SANBI PREMISES.**

### **1. PURPOSE**

The objective of the Health and Safety Specifications is to provide guidelines to the principal contractor for complying with the requirements of the Occupational Health and Safety Act (OHSA), Act 85 of 1993 and its regulations.

The Health and Safety Specifications do not replace the OHSA and relevant regulations, but is a supplementary document to the requirements of the relevant legislation and the conditions of the contract agreement between SANBI and the Principal Contractor.

It does not imply that sections of legislation not referred to in full in this document are of less importance and/or not relevant. The Contractor remains responsible to comply with the Act, its regulations and the contracting company's own health and safety plan.

In terms of Section 37 of the Occupational Health and Safety Act (1993), SANBI is required to control persons/organisations conducting activities for or on their behalf (Mandatories). The Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring SANBI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/mandatories.

The dual objective of this specification is to ensure that the mandatories and service providers entering into a contractual agreement/relationship with SANBI achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities while performing the contract work.

### **2. Scope of Occupational Health, Safety and Environmental (SHE) Specification**

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work and it covers any of the following activities:

Alterations and renovations to existing buildings  
Demolition work (portion of buildings)  
Altering and opening of existing walls  
Dismantling, storage and disposal of material  
Removal of a canopy fixed to façade  
Breaking up of mass concrete/brick paved areas and/or brick work  
Removal of all sanitary fittings  
Preparatory work to existing surfaces  
Work conducted inside existing buildings  
Earth works/open face excavations/trenches/backfilling  
Concrete work, formwork and/or reinforcing  
Concrete in foundations – superstructure  
Rough formwork  
Steel reinforcement  
Masonry work/water proofing of roof coverings  
Carpentry and joining  
Ceilings installation, partitioning/access flooring  
Iron monger work  
Installation of bathroom fittings  
Structural steelwork/metal work  
General plastering work  
Tiling work  
Paint work on new work (external plastered walls)  
External works – preparation of soil for paving

Removal of existing work  
Building up of openings  
Re-fixing of existing palisade fencing  
Earth works and filling (import material)  
Soil poisoning (Submit Medical Safety Data Sheets (MSDS))  
Concrete formwork and reinforcement  
Formwork to soffits of solid slab, sides of bases  
Reinforced concrete casts – strip footings and bases  
Masonry work for new work  
General brick work (one and two brick walls)  
Building of superstructure  
Installation of concrete lintels  
Waterproofing (damp proofing of walls/floors/roofs)  
Installation of roof coverings (galvanized steel)  
Installation of roof insulation  
Carpentry and joining work (new work scope)  
Installation of ceilings/partitions and access flooring  
Installation of electrical light fittings  
Installation of suspended ceilings  
Ironmongery work  
Installation of bathroom fittings  
Metal work including door frame installations, gates and screens  
External/internal plastering work (New work scope)  
Tiling, including wall tiling/floor tiling  
Plumbing and drainage work (New work scope)  
Disinfection of water pipe work (requires MSDS of disinfectant)  
Soil drainage (Sewer, pipe and drain fittings)  
Water supply provision  
Installation of fire appliances  
Boundary and yard walls/palisade fencing  
Aprons, compaction of surfaces  
Construction of generator plinth  
Signage installation  
Installation of electrical fencing  
Construction and installation of steel canopies with roof coverings  
Internal electrical installations  
Site electrical reticulation  
Electronic installations to existing buildings

### **3. Health and safety risks( as baseline assessment)**

The following are potential risks associated with the above work activities:

- Falling from height
- Exposure to electricity (Overhead and underground cables)
- Proximity to flammable or combustible materials causing injury
- Climbing steps and working on platforms
- Risk of vehicles overturning
- Risk of eye injury from flying particles and dust
- Cancer risk from exposure to asbestos
- Slips, trips and falls due to untidy work area
- Manual handling activity injuries
- Risk of using various types of machinery and tools
- Contact with moulds, fungi and bacteria
- Contracting dermatitis



- Exposure to cuts and abrasions
- Being struck by machinery
- Loss of fingers/limbs
- Risk of pain or injury from performing repetitive tasks<sup>2</sup>
- Exposure to noise
- Being struck by falling objects
- Risk of eye injury from solvent splashes or vapour
- Contracting vibration white finger
- Exposure to hand and foot injury
- Sun exposure

#### **4. SITE SPECIFIC HEALTH AND SAFETY REQUIREMENTS BASED ON PROJECT SCOPE**

1. The principal contractor and all appointed sub-contractors shall be registered with the Department of Labour Compensation Commissioner or an appropriate similar private insurer and have available a valid Letter of Good Standing at all times from such.
2. Ensure a SHE file is submitted before work commences to SANBI's Occupational Health and Safety department of the Corporate Services Division for evaluation.
3. Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a registered medical practitioner.
4. Ensure all employees under their control undergo company specific induction and SANBI site specific induction.
5. Ensure before work commences that employees are trained in the health and safety risks associated with the work they are conducting.
6. Ensure employees are trained in company procedures, policies, method statements and informed of SHE requirements as per the specification.
7. Ensure legislative requirements are complied with for the duration of the contract and ensure that its employees comply.
8. Ensure that the 37 (2) Agreement has been signed before any work commences and that a copy is kept on the SHE file.
9. Ensure that a 37(2) Agreement(s) is signed between the company and any other sub-contractor which may be appointed.
10. Ensure that sub-contractors have valid Letter of Good Standing from the Department of Labour Compensation Commissioner or a registered private compensation insurer.
11. Prevent any employee or visitor who is under the influence of any alcohol or drugs (in a state of intoxication) on site.
12. Ensure the safety of employees who are taking legal medication.
13. Hand over a consolidated SHE file at the end of the contract to SANBI.
14. Stop employees who are conducting unsafe acts and/or creating an unsafe environment from doing so.
15. Report and all reportable incidents to SANBI and ensure that they are investigated.
16. Ensure work is supervised by competent personnel and that work is done by competent employees.
17. Ensure pre-task risk assessments are done by a competent person and that employees are informed of the risks and the risk control measures in place.
18. Conduct tool box talks to communicate SHE issues in connection with the work being done and any other aspects thereof.
19. Ensure that the appointed personnel as per the SHE file are executing their duties as per the legal appointment made.
20. Ensure a first aid kit is made available in case of any emergency and that a trained certified first aider is available per shift.
21. Ensure that good housekeeping is maintained and that materials are store/stacked properly in designated areas.
22. Make provision for sufficient waste receptacles and ensure that the correct disposal of the different waste materials takes place.
23. Stop any work from being executed that are not in accordance with the rules for the site or which poses a threat to the health and safety of the people.
24. Service provider will be required to provide a signed (by Managing Director/Chief Executive Officer) copy of the Company's health and safety policy to the SHE file.
25. The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
26. No fires or open flames are allowed on site unless directly used for construction purposes, e.g. acetylene blowtorch for welding. All available precautions will be taken to prevent the spread of a fire.
27. The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment

(PPE) to be supplied related to the hazards and risks emanating from the tasks to be performed by its employees and those of sub-contractors.

28. All employees must be provided with PPEs relevant to the hazard associated with the task at hand.
29. All employees shall, as a minimum, be required to wear the following personal protective equipment for the duration of the contract on any of SANBI projects:
  - Protective overalls;
  - Protective hand and footwear;
  - Protective headwear; and
  - Eye, face and ear protection.
30. A pre-emptive risk assessment will be required for any work to be carried out above two meter from the ground or any floor level. This work will be classified as “work in elevated positions”.
31. As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if working at ground level.
32. 32. Prohibition signage must be displayed where work is performed.

## **5. WASTE MANAGEMENT**

The following requirements shall be incorporated into the waste management plan to be submitted

### **Solid Waste:**

- Littering on site and the surrounding areas is prohibited.
- Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- All bins must be cleaned of litter regularly.
- All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- The entire work area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- Contaminated soil must be treated and disposed of at a permitted waste disposal site or be removed and the area rehabilitated immediately.
- Waste must be recycled wherever and whenever possible.

### **Hazardous Waste:**

- No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed of at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for. The service provider must maintain a hazardous material register.

### **General competence requirement**

- The service provider shall ensure that its personnel and sub-contractors' personnel are trained and competent to carry out work safely and without risk to health (Training to be completed before work commences). The service provider shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.