

**South African National Biodiversity Institute**

Appointment of a contractor for the completion of new office buildings and renovations of various buildings for the South African National Biodiversity Institute (SANBI) at the KwaZulu-Natal Herbarium, Durban. No.: **SANBI: G504/2023**



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

**Bid No. SANBI: G504/2023**

**REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE  
COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS  
BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)  
AT THE KWAZULU-NATAL HERBARIUM, DURBAN**

**PROCUREMENT DOCUMENT**

**JANUARY 2024**

**Issued by:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184  
Gauteng

**Prepared by:**

Projectneers Consulting  
Building 2, Thornhill Office Park  
94 Bekker Road  
Midrand  
1685

**Contact:**

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

**Contact:**

Dr Brighton Tshuma  
Tel: 011 043 1307  
E-mail: [technical@projectneers.com](mailto:technical@projectneers.com)

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

**Address:** .....

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

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

Any reference to words "Bid" or Bidder" herein, and/or in any other documentation, shall be construed words "Tender" or "Tenderer".

**South African National Biodiversity Institute**

Appointment of a contractor for the completion of new office buildings and renovations of various buildings for the South African National Biodiversity Institute (SANBI) at the KwaZulu-Natal Herbarium, Durban. No.: **SANBI: G504/2023**

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## PART T: THE TENDER

### Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN		
BID No.:	<b>SANBI: G504/2023</b>		

Advertising Date:	<b>30 January 2024</b>	Closing Date:	<b>20 February 2024</b>
Closing Time:	<b>11:00</b>	Validity Period:	90 days

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

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES TENDERERS FOR THE PROVISION OF: APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN

**Tender documents will be available** as from 30 January **2024** and will be available **ONLINE ONLY** on the SANBI website [www.sanbi.org](http://www.sanbi.org) (click on "Opportunities").

A **compulsory** site briefing session will take place on site on **07 February 2024** at the **KWAZULU-NATAL HERBARIUM, DURBAN**. Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below.

Department: Supply Chain Management  
Email: [sanbi.tenders@sanbi.org.za](mailto:sanbi.tenders@sanbi.org.za)  
Cc: [technical@projectneers.com](mailto:technical@projectneers.com)  
Cut-off date for enquiries: **14 February 2024**

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

<b>SANBI Representative (Technical Queries Only)</b>	Dr Brighton Tshuma Projectneers Consulting <a href="mailto:technical@projectneers.com">technical@projectneers.com</a>
<b>SANBI SCM Representative</b>	<a href="mailto:sanbi.tenders@sanbi.org.za">sanbi.tenders@sanbi.org.za</a>

The closing time and date for the receipt of Tenders is 11:00 on **20 February 2024**.

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

**South African National Biodiversity Institute**

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**T1.2 Tender Data**

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

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

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

<b>Clause number</b>	<b>Tender Data</b>																																																		
C.1.1.1	<p>The Employer is: South African National Biodiversity Institute (SANBI):</p> <p>The Employer's <i>domicilium citandi et executandi</i> (permanent physical business address) is:</p> <p>Pretoria National Botanical Garden Biodiversity Centre 2 Cussonia Avenue, Brummeria, Pretoria</p> <p>The Employer's address for communication relating to this project is: Private Bag X101 Silverton 0184</p>																																																		
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <table> <tr> <td><b>PART T</b></td><td><b>THE TENDER</b></td></tr> <tr> <td><b>Part T1</b></td><td><b>Tendering Procedures</b></td></tr> <tr> <td>T1.1</td><td>Tender Notice and Invitation to Tender</td></tr> <tr> <td>T1.2</td><td>Tender Data</td></tr> <tr> <td>Annexure C</td><td>Standard Conditions of Tender</td></tr> <tr> <td><b>Part T2</b></td><td><b>Returnable Documents</b></td></tr> <tr> <td>T2.1</td><td>List of Returnable Documents</td></tr> <tr> <td>T2.2</td><td>Returnable Documents/Schedules</td></tr> <tr> <td><b>PART C</b></td><td><b>THE CONTRACT</b></td></tr> <tr> <td><b>Part C1</b></td><td><b>Agreement and Contract Data</b></td></tr> <tr> <td>C1.1</td><td>Form of Offer and Acceptance</td></tr> <tr> <td>C1.2</td><td>Contract Data</td></tr> <tr> <td>C1.3</td><td>Form of Construction Guarantee</td></tr> <tr> <td>C1.4</td><td>Occupational Health &amp; Safety Agreement 37(2)</td></tr> <tr> <td><b>Part C2</b></td><td><b>Pricing Data</b></td></tr> <tr> <td>C2.1</td><td>Pricing Instructions</td></tr> <tr> <td>C2.2</td><td>Bills of Quantities</td></tr> <tr> <td><b>Part C3</b></td><td><b>Scope of works</b></td></tr> <tr> <td>C3.1</td><td>Description of the Works</td></tr> <tr> <td>C3.2</td><td>Construction</td></tr> <tr> <td>C3.3</td><td>Management</td></tr> <tr> <td><b>Part C4</b></td><td><b>Site information</b></td></tr> <tr> <td>C4.1</td><td>Site Information</td></tr> <tr> <td><b>Appendix A:</b></td><td><b>Tender Drawings</b></td></tr> <tr> <td><b>Appendix B:</b></td><td><b>Health &amp; Safety Specifications</b></td></tr> </table>	<b>PART T</b>	<b>THE TENDER</b>	<b>Part T1</b>	<b>Tendering Procedures</b>	T1.1	Tender Notice and Invitation to Tender	T1.2	Tender Data	Annexure C	Standard Conditions of Tender	<b>Part T2</b>	<b>Returnable Documents</b>	T2.1	List of Returnable Documents	T2.2	Returnable Documents/Schedules	<b>PART C</b>	<b>THE CONTRACT</b>	<b>Part C1</b>	<b>Agreement and Contract Data</b>	C1.1	Form of Offer and Acceptance	C1.2	Contract Data	C1.3	Form of Construction Guarantee	C1.4	Occupational Health & Safety Agreement 37(2)	<b>Part C2</b>	<b>Pricing Data</b>	C2.1	Pricing Instructions	C2.2	Bills of Quantities	<b>Part C3</b>	<b>Scope of works</b>	C3.1	Description of the Works	C3.2	Construction	C3.3	Management	<b>Part C4</b>	<b>Site information</b>	C4.1	Site Information	<b>Appendix A:</b>	<b>Tender Drawings</b>	<b>Appendix B:</b>	<b>Health &amp; Safety Specifications</b>
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**South African National Biodiversity Institute**

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Clause number	Tender Data
C.1.4	<p>The Employer's Agent is:  <b>Projectneers Consulting</b>            Building 2, Thornhill Office Park            94, Bekker Road, Midrand, 1685            Contact Person: Dr Brighton Tshuma            Tel: +27 11 043 1307            Email: technical@projectneers.com</p>
C.2.1	<p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit Tenders</p> <p>Only those Tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their Tenders evaluated further.</p> <p>(a) CIDB registration            Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum Tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>6 GB</b> class of construction work, are eligible to have their Tenders evaluated.</p> <p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a Contractor grading designation in the <b>6 GB</b> class of construction work; and</li> <li>the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum Tendered for a <b>6 GB</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
C.2.6	<p>Failure to apply instructions contained in addenda may render a Tenderer's offer non-responsive in terms of clause C.3.8.</p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenders must sign the attendance list in the name of the tendering entity. Addenda will be issued to tenderers appearing on the attendance list.</p>
C.2.8	<p>Request clarifications at least 7 working days before the closing time.</p>
C.2.12	<p>Main Tender Offers are required to be submitted together with alternative Tenders.</p> <p>If a Tenderer wishes to submit an alternative Tender Offer, the only criteria permitted for such alternative Tender Offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender Offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Tender Offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
C.2.13.6	<p>A two-envelope procedure will be followed as described in clause C.2.13.7.</p>
C.2.13.7	<p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p>

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Appointment of a contractor for the completion of new office buildings and renovations of various buildings for the South African National Biodiversity Institute (SANBI) at the KwaZulu-Natal Herbarium, Durban. No.: **SANBI: G504/2023**

Clause number	Tender Data
	<ul style="list-style-type: none"> <li>• Financial: one (1) original document marked "Original" <b>including</b> Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and</li> <li>• Technical: one (1) document pack <b>without any</b> pricing on a <b>memory stick</b></li> </ul> <p>Financial or pricing details should <b>ONLY</b> be included in the printed document pack marked '<b>ORIGINAL</b>', and not in the PDF file(s) of the document(s) on the <b>memory stick</b>.</p> <p><b>NB:</b> Service Providers are to submit one (1) pack of the original tender with the memory stick (USB) in the same envelope, failure to comply will lead to your bid being <b>disqualified</b>.</p> <p><b>INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE MEMORY STICK WILL LEAD TO THE BID BEING DISQUALIFIED.</b></p> <p>The original document will be placed in one envelope and the memory stick will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following:</p> <ul style="list-style-type: none"> <li>• The address as stated in C.2.15.1 below</li> <li>• The identification details as stated in C.2.15.1 below</li> <li>• Name of the Tenderer</li> <li>• The words "Not be opened before the Tender opening"</li> </ul> <p>The Technical and Financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or eMailed Tender Offers will not be accepted.
C.2.15.1	<p>The Employer's address for delivery of Tender Offers and identification details to be shown on each Tender Offer package are:</p> <p><b>Location of Tender Box:</b> Biodiversity Centre</p> <p><b>Physical address:</b> Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria</p> <p><b>Identification Details:</b> Tender No.: <b>SANBI: G504/2023</b></p> <p><b>Title of Tender:</b> APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</p>
C.2.15.2	The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The Tender Offer validity period is <b>90 days</b> .
C.2.16.3	<p>Where a Tenderer, at any time after the opening of his Tender Offer but prior to entering into a contract based on his Tender Offer:</p> <ol style="list-style-type: none"> <li>(1) withdraws his Tender;</li> <li>(2) gives notice of his inability to execute the contract in terms of his Tender; or</li> <li>(3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9</li> </ol> <p>such Tenderer shall be barred from Tendering on any of the Employer's future Tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of Tender closure. The Employer may fully or partly exempt a Tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
C.2.18	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Tender Documents will <b>not be returned</b> to Bidders.

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

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Clause number	Tender Data
C.2.23	<p>The Tenderer is required to submit with his Tender the following <b>(failure to provide below documentation will result in the Tender being rejected)</b>:</p> <ol style="list-style-type: none"> <li>1) A copy of the Central Suppliers Database (CSD) registration report.</li> <li>2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)</li> <li>3) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.</li> <li>4) In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."</li> </ol>
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the Tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the Tender closing time.
C.3.4.1	The Tenders will not be opened in public
C.3.5.1	The two-envelope system will be followed for this Tender as per procedure in clause C.2.13.7
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which Tender Offers will not be accepted from the offending Tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive Tenders is stated in <b>Annexure A</b> .
C.3.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the Tenderer submits <b>a copy of the CSD registration report or registration number</b> (refer to T2.2.13);</li> <li>b) the Tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation (refer to T2.2.12);</li> <li>c) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the Tender process and persons in the employ of the state are permitted to submit Tenders or participate in the contract (refer to T2.2.16);</li> <li>e) the Tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of Good Standing from the Office of the Compensation Commissioner (COIDA));</li> <li>f) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>g) A copy of Tax Compliance Status Pin</li> </ol>

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

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

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

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

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

### Scoring quality

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

[illegible]

8.



# South African National Biodiversity Institute

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

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

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

Score	Prompt for judgement
0	Failed to address the question/issue
1	Very poor response - response/answer/solution lacks convincing evidence of skill/experience sought or medium risk that relevant skills will not be available.
2	Poor response – some elements of the response/answer/solution are present but documentary evidence is mostly lacking in respect of the required information
3	Acceptable response/answer/solution to the particular aspect of the requirements and evidence given of skill /experience sought
4	Above acceptable – response/answer/solution demonstrating real understanding of requirements and evidence of ability to meet it.

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

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5	Excellent - response/answer/solution provides confidence that the Tenderer will add real value to the project.
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The minimum number of evaluation points for functionality proposal is **70 points** in order to progress to Stage 3 of the evaluation

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

The Tenderers who complied with the functionality criteria in Stage 2 are considered for further evaluation in terms of their Tender Price and Preference Points.

#### **3.1 Correction of arithmetical errors**

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

#### **3.2 Calculation of score for Tender Price**

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

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

Where:

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

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

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

$P_t$  = Tender Price of the Tender under consideration

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

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

#### **3.3 Financial and Preference**

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

$$NT = NF + NP$$

Where:

NT = Total score for Tender under consideration

NF = Score for Tender Price

NP = Score for Preference

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

## Annexure C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

*Note:*

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

C.1.1.3 The Employer shall not seek, and a Tenderer shall not submit a Tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a Tender Offer are listed in the Tender Data.

##### C.1.3 Interpretation

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

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

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

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

##### C.1.4 Communication and Employer's agent

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

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

- C.1.5.1 An Employer may, prior to the award of the Tender, cancel a Tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable Tenders are received;
  - d) there is a material irregularity in the Tender process.
- C.1.5.2 The decision to cancel a Tender invitation must be published in the same manner in which the original Tender invitation was advertised
- C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a Tender invitation for the second time.

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

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

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

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

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

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

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

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

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

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

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

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

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

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive Tenderers to submit Tender Offers in the second stage, following the issuing of procurement documents.

- C.1.6.3.2.2 The Employer shall evaluate Tenders received during the second stage in terms of the method of evaluation stated in the Tender Data and award the contract in terms of these conditions of Tender.

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

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

C.2.1.1 Submit a Tender Offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

C.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a Tender Offer and obtain the Employer's written approval to do so prior to the closing time for Tenders.

#### **C.2.2 Cost of Tendering**

C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

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

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

Check the Tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

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

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

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

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

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

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

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

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

#### **C.2.8 Seek clarification**

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

#### **C.2.9 Insurance**

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

#### **C.2.10 Pricing the Tender Offer**

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

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

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

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

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**C.2.11 Alterations to documents**

Do not make any alterations or additions to the Tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations.

**C.2.12 Alternative Tender Offers**

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

C.2.12.2 Accept that an alternative Tender Offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative Tender Offer must only be considered if the main Tender Offer is the winning Tender.

**C.2.13 Submitting a Tender Offer**

C.2.13.1 Submit one Tender Offer only, either as a single Tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data.

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

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

C.2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

C.2.13.5 Seal the original and each copy of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

C.2.13.7 Seal the original Tender Offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

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

C.2.13.9 Accept that Tender Offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the Tender Data.

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

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

**C.2.15 Closing time**

C.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.

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

**C.2.16 Tender Offer validity**

C.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

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

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

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

### **C.2.17 Clarification of Tender Offer after submission**

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

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

### **C.2.18 Provide other material**

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

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

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

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

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

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

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other Tender documents**

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

### **C.2.23 Certificates**

Include in the Tender submission or provide the Employer with any certificates as stated in the Tender Data.

## **C.3 The Employer's undertakings**

### **C.3.1 Respond to requests from the Tenderer**

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

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

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

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### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late Tender Offers**

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

### **C.3.4 Opening of Tender submissions**

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

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

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

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

C.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid Tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

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

### **C.3.6 Non-disclosure**

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

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

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

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



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- C.3.9.1 Check responsive Tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked Tender or Tenderer with the highest number of Tender evaluation points after the evaluation of Tender Offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
  - b) omissions made in completing the pricing schedule or Bills of Quantities; or
  - c) arithmetic errors in:
    - (i) line-item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the Tenderer of all errors or omissions that are identified in the Tender Offer and either confirm the Tender Offer as Tendered or accept the corrected total of prices.
- C.3.9.4 Where the Tenderer elects to confirm the Tender Offer as Tendered, correct the errors as follows:
- a) If Bills of Quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern, and the Tenderer will be asked to revise selected item prices (and their rates if Bills of Quantities apply) to achieve the Tendered total of the prices.

**C.3.10 Clarification of a Tender Offer**

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

**C.3.11 Evaluation of Tender Offers**

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

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

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

**The activities associated with evaluating Tender Offers are as follows:**

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

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**C.3.11.1 General**

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

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

\*If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the Employer to provide.

**C.3.13 Acceptance of Tender Offer**

Accept the Tender Offer; if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

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

**C.3.14 Prepare contract documents**

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

- a) addenda issued during the Tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the Employer and the successful Tenderer.

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

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

## PART T: THE TENDER

### Part T2: Returnable Documents

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

## T2.1 List of Returnable Documents

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

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Resolution of Board of Directors (T2.2.01)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.2.02) (If Applicable)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or JV's (T2.2.03) (If Applicable)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Sub-contractors (T2.2.04)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capacity of Tenderer (T2.2.05)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (T2.2.06)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resources to be employed in terms of organization and staffing (T2.2.07)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estimated Monthly Expenditure (T2.2.08)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Site Inspection Meeting Certificate (T2.2.09)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.2.18)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

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

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

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

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

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

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**RETURNABLE DOCUMENT CHECKLIST**

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

**A TECHNICAL ENVELOPE (1 COPY)**

Reference No.	Document Description	Tick if completed
T2.2.01	Resolution of Board of Directors	
T2.2.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.2.03	Special Resolution of Consortia or Joint Ventures (If Applicable)	
T2.2.04	Schedule of Proposed Sub-contractors	
T2.2.05	Capacity of Tenderer	
T2.2.06	Preference points claim form in terms of the Preferential Procurement Regulations 2017	
T2.2.07	Resources to be employed in terms of organization and staffing	
T2.2.09	Compulsory Site Inspection Meeting Certificate	
T2.2.10	Declaration of Interest	
T2.2.11	Medical Certificate for the confirmation of permanent disabled status	
T2.2.12	Proof of Registration with Construction Industry Development Board	
T2.2.13	Original Valid Tax Clearance Certificate	
T2.2.14	Copy of CSD Registration Certificate	
T2.2.15	Financial References	
T2.2.16	Record of Addenda to Tender Documents	
T2.2.17	Compulsory Enterprise Questionnaire	
T2.2.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.2.19	Proof of Liability Insurance	

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**B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)**

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

Reference No.	Document Description	Tick if completed
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data – Part 1	
C2.2	Priced Bills of Quantities	
T2.2.08	Estimated Monthly Expenditure	

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

**South African National Biodiversity Institute**

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## T2.2.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

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

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

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

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

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			

**Note:**

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

**ENTERPRISE STAMP**



## T2.2.02: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at ..... (place)

On ..... (date)

**RESOLVED that:**

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

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

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

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

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

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

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

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

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

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

Name of Contractor	Proportion (%)

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

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5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address:.....

.....

.....(code)

Postal address: .....

.....

.....(code)

Telephone number: .....(code)

Fax number: .....(code)

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

Held at ..... (place)

On ..... (date)

### **RESOLVED that:**

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

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

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

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

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

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

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

Physical address: .....

.....

.....(code)

Postal address: .....

.....

.....(code)

Telephone number: .....(code)

Fax number: .....(code)

**South African National Biodiversity Institute**

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

**Note:**

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

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

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

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

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

**South African National Biodiversity Institute**

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**T2.2.05: CAPACITY OF TENDERER**

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

1.1 **Provide full particulars of:**

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

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

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



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**2.2 Previous projects:**

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

Name of Tenderer	Signature	Date

## **T2.2.06: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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


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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and

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directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

[illegible]



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

## **T2.2.08: Estimated Monthly Expenditure**

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

The amounts for Contingencies and Contract Price Adjustment must not be included

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

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

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<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

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

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

Name of Tenderer	Signature	Date

Name of Principal Agent	Signature	Date

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

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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3. Does the Bidder/Tenderer, the Bidder's/Tenderer's duly authorised representative, and/or any of the Bidder's / Tenderer's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the South African National Biodiversity Institute and/or in the employ of the person/s or legal entity acting on behalf of the South African National Biodiversity Institute, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this Tender?

☐ YES ☐ NO

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

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

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

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

.....

Full name of signatory

Name of Bidder/Tenderer

.....

Capacity of Signatory

Signature

**COMMISSIONER OF OATHS**

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

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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

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
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The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

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

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



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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

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<b>BID No.:</b>	<b>SANBI: G504/2023</b>

### **Notes to Tenderers:**

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

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

	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
<b>Name of Bank</b>	
<b>Branch Name</b>	
<b>Branch Code</b>	
<b>Street Address</b>	
<b>Postal Address</b>	
<b>Name of Manager</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Account Number</b>	

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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

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

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

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

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

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

## T2.2.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

**Section 3:**      **PSIRA registration number, if any:** .....

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

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

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

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

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

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

\*Insert separate page if necessary.

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

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

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

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

\*Insert separate page if necessary.

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

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

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

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

Enterprise name: .....

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
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Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA) **must be included** for evaluation purposes. The letter should be issued by the Department of Employment and Labour (DoEL) or The Federated Employers Mutual Assurance Company (RF) (Pty) Ltd ("FEM").

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

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>
<b>BID No.:</b>	<b>SANBI: G504/2023</b>

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



## SBD 8

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

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

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

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

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## **CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## **SBD 9**

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

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

**SANBI: G504/2023: APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN**

(Bid Number and Description)

in response to the invitation for the quote made by

:

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

(Name of Institution)

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

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

(Name of Bidder)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PART C: THE CONTRACT

### Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN
BID No.:	<b>SANBI: G504/2023</b>

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

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

#### **THE APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN**

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

The Tenderer, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in words) ..... Rand;

R..... (in figures)

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

**For the Tenderer:** .....

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

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

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

**South African National Biodiversity Institute**

Appointment of a contractor for the completion of new office buildings and renovations of various buildings for the South African National Biodiversity Institute (SANBI) at the KwaZulu-Natal Herbarium, Durban. No.: **SANBI: G504/2023**

## Acceptance

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

The terms of the Contract are contained in

Part C1	Agreement and Contract Data <i>[which includes this Agreement]</i>
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

The Tenderer shall within the time required to submit documentation in accordance with Clause 5.3 of the Contract Data (C1.2) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the  
Employer:**

.....

.....

.....

*(Insert name and address of organisation)*

Name &  
signature of  
witness .....

Date .....

.....

## **Schedule of Deviations**

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

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

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

**South African National Biodiversity Institute**

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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 .....



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**CONFIRMATION OF RECEIPT:**

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

The ..... [day]

of ..... [month]

20 .....[year]

at .....[place]

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

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

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## **C1.2 Contract Data**

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

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

The **ASAQS Preliminaries (August 2010)** published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in the Bills of Quantities.

The **General Preambles for Trades (2017 Edition)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

## **Contract Data: Employer to Contractor (EC)**

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

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

#### **Introduction**

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

#### **Definitions**

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

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

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

#### **Reference Clauses**

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

#### **TABLE OF CONTENTS**

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

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

1.1 [1.2]	<b>Employer:</b>	South African National Biodiversity Institute	
	<b>Postal Address:</b>	Private Bag X101, Silverton, Gauteng	<b>Code:</b> 0184
	<b>Physical Address:</b>	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	<b>Code:</b> 0184
	<b>Tel No.:</b>	012 843 5000	<b>Fax No.:</b> 012 843 5205
	<b>eMail:</b>	c.willis@sanbi.org.za	
1.2 [5.1]	<b>Principal Agent:</b>	Projectneers Consulting	<b>Person:</b> Dr Brighton Tshuma
	<b>Postal Address:</b>	94 New Road, Midrand	<b>Code:</b> 1685
	<b>Tel No.:</b>	011 043 1307	<b>Fax No.:</b> 086 440 0186
	<b>eMail:</b>	technical@projectneers.com	
1.2 [5.2]	<b>Agent (1):</b>		<b>Person:</b>
	<b>Agent's Service:</b>		
	<b>Postal Address:</b>		<b>Code:</b>
	<b>Tel No.:</b>		<b>Fax No.:</b>
	<b>eMail:</b>		
1.3 [5.2]	<b>Agent (2):</b>		<b>Person:</b>
	<b>Agent's Service:</b>		
	<b>Postal Address:</b>		<b>Code:</b>
	<b>Tel No.:</b>		<b>Fax No.:</b>
	<b>eMail:</b>		
1.4 [5.2]	<b>Agent (3):</b>		<b>Person:</b>
	<b>Agent's Service:</b>		
	<b>Postal Address:</b>		<b>Code:</b>
	<b>Tel No.:</b>		<b>Fax No.:</b>
	<b>eMail:</b>		

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1.5  
[5.2]      **Agent (4):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
**Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_  
**eMail:** \_\_\_\_\_

1.6  
[5.2]      **Agent (5):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
**Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_  
**eMail:** \_\_\_\_\_

1.7  
[5.2]      **Agent (6):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
**Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_  
**eMail:** \_\_\_\_\_

1.8  
[5.2]      **Agent (7):** \_\_\_\_\_ **Person:** \_\_\_\_\_  
**Agent's Service:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Code:** \_\_\_\_\_  
**Tel No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_  
**eMail:** \_\_\_\_\_

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

1.10      The **Principal Agent** named in 1.2 above is responsible for the preparation of the **Contract Data** schedule and must be contacted should the **Contractor** be uncertain of the information provided or to be provided. Failure to complete the **Contract Data** schedule in full may result in the Tender being disqualified.

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**2.0 CONTRACT AND SITE INFORMATION**

2.1 [1.7]	The <b>law</b> applicable to this <b>agreement</b> :	(Country / State)	<b>RSA</b>
2.2 [1.1]	<b>Works</b> identification:	<b>APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN</b>	
2.3 [1.1]	Site description:	<b>KWAZULU-NATAL HERBARIUM, DURBAN</b>	
2.4 [15.2.1]	Possession of the <b>site</b> is to be given on:	(Date)	<b>Within 5 (five) working days after receipt of documentary evidence that:</b> <ul style="list-style-type: none"> <li>Insurances have been effected [12.2];</li> <li>Security has been provided to the Employer [14.1];</li> <li>Contractor's Lien has been signed;</li> <li>Safety Plan has been approved by the Employer</li> </ul>
2.5 [15.3]	Period for the commencement of the <b>works</b> after the Contractor takes possession of the <b>site</b> :	(Working days)	<b>5 (Five)</b>
2.6 [15.4], [28.0]	Completion of the works in <b>sections</b> is required.	(Yes / No)	<b>No</b>
2.7 [3.3], [31.16.2]	Waiver of the <b>Contractor's</b> lien or right of continuing possession is required.	(Yes / No)	<b>Yes</b>
2.8 [16.1]	Defined restrictions to the <b>site</b> area. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.9 [16.4]	Geotechnical investigation of the <b>site</b> has been undertaken. Where "yes" the results are included in the <b>contract documents</b> .	(Yes / No)	<b>N/A</b>
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)	<b>Yes</b>
2.11.1	<b>Water</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C)
			<b>A</b>
2.11.2	<b>Electricity</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C)
			<b>A</b>
2.11.3	<b>Telecom</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C)
			<b>A</b>
2.11.4	<b>Ablutions</b>	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C)
			<b>A</b>

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

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

**3.0 INSURANCE AND SECURITIES**

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

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

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**4.0 PRACTICAL COMPLETION DATES AND PENALTIES**

		<b>Date</b>	<b>Penalty Amount</b>
4.1 [24.3.1], [30.1-36]	For the <b>works</b> as a whole: The <b>Date</b> for <b>Practical Completion</b> and the <b>Penalty</b> per <b>calendar day</b> is:	<b>6 Calendar Months</b> after date of Site Handover	Penalty per Calendar Day: <b>R 0.0275 per R100</b> of Contract Sum (excluding VAT) per Calendar Day

**Or**

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

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

**5.0 DOCUMENTS AND GENERAL**

5.1 [3.7]	Construction document copies to be supplied to the <b>Contractor</b> free of charge.	(No. of copies)	<b>3</b>
--------------	--	-----------------	----------

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

5.3 [3.10]	The <b>Contractor</b> shall provide a schedule of rates.	(Yes / No)	<b>No</b>	(Addendum No.)	<b>Refer to Bills of Quantities</b>
---------------	--	------------	-----------	----------------	-------------------------------------

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

5.5 [15.1.1]	On acceptance of the Tender, the <b>priced document</b> is to be submitted within the stated <b>working days</b> .	(No. of days)	<b>Priced document to be submitted with Tender</b>
-----------------	--	---------------	--

5.6 [22.2]	Work to be undertaken by <b>Direct Contractors</b> .	(Yes / No)	<b>No</b>	(Addendum No.)	<b>N/A</b>
---------------	--	------------	-----------	----------------	------------

5.7 [24.9]	On achievement of Practical Completion, the <b>Contractor</b> is to hand over all certificates and manuals, etc. related to the works.
---------------	--

5.8 [31.1]	Interim <b>payment certificates</b> to be issued by:	(Date of Month)	<b>25<sup>th</sup></b>
---------------	--	-----------------	------------------------

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

(1)	Electrical certificate of compliance	(2)	
(3)		(4)	
(5)		(6)	

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



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

6.1 *Replace the following definitions with:*

**“CONSTRUCTION PERIOD”** means the period commencing on the date of acceptance of the Bid as stated in [15.2.1] And ending on the date of **practical completion**

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

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

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

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

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

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

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

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

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

6.6 *Add the following clause:*  
[9.3]

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

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

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

6.8 *Add the following clause:*  
[11.2]

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

6.9 *Add the following clause:*  
[11.3]

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

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

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

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

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

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

Security:

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

- (1) Variable construction guarantee
- (2) Fixed construction guarantee

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

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

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

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

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

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

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

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

6.18 *Replace the clause with the following:*  
[26.1]

The defects liability period for the works shall commence on the date of works completion and end after three hundred and sixty-five (365) **calendar days** for items stated in the **Bills of Quantities**.

6.19 *Replace the clause with the following:*  
[26.4]

Should the **Principal Agent** not issue a **defects** list in terms of [26.2.2 or 26.3.2], within seven (7) **calendar days** from the end of the **defects** liability period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **defects** list within seven (7) **calendar days** of receipt of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **defects** list. Should the **Employer**:

6.20 *Replace the clause with the following:*  
[26.4.1]

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

6.21 *Replace the clause with the following:*  
[26.4.2]

Issue a **defects** list and the work on the **defects** list has not been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **defects** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [26.3.2] until such items have been completed to the satisfaction of the **Employer**

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

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

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- 6.23  
[27.1] *Replace the clause with the following:*
- The **latent defects** liability period shall commence at the start of the **construction period** and end ten (10) years from the date of **final completion** where **final completion** in terms of [26.0] is achieved.
- 6.24  
[27.2] *Replace the clause with the following:*
- Where cancellation of this **agreement** occurs before the achievement of **final completion** the **latent defects** liability period shall end ten (10) years from the date of cancellation.
- 6.27  
[31.4.2] *Replace the clause with the following:*
- A reasonable estimate of the value of **materials and goods** in terms of [31.6] unless the **Employer** elects not to pay for such.
- 6.29  
[31.9] *Replace the clause with the following:*
- The **Employer** shall pay the **Contractor** the amount certified within thirty (30) **calendar days** of the date for issue of the **payment certificate**. Payment shall be subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.
- 6.30  
[31.11.2] *Replace the last sentence with the following:*
- The **Principal Agent** shall calculate such default interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 6.31  
[31.12] *Replace the clause with the following:*
- Where a **payment certificate** reflects an amount in favour of the **Employer**, the **Contractor** shall pay the amount certified within twenty-one (21) **calendar days** of the date of issue of the **payment certificate**. Where such an amount has not been paid, the **Contractor** shall be liable for default interest and the **Principal Agent** shall include such an amount in the **recovery statement** in terms of [33.0]. Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due. The **Principal Agent** shall calculate such interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 6.32  
[34.1] *Replace the clause with the following:*
- The **Contractor** shall cooperate with and assist the **Principal Agent** in the preparation of the **final account** by timeously providing all relevant documents on request. The **Principal Agent** shall issue the final account to the **Contractor** within one hundred and twenty (120) **working days**.
- 6.33  
[34.2] *Add the following clause:*
- The **Principal Agent** shall allow the **Employer** twenty (20) **working days**, within the period provided in [34.1] to accept the **final account** before presentation to the **Contractor** in terms of [34.3]
- 6.34  
[34.5] *Add the following:*
- The final payment certificate shall be issued by the **Employer**.
- 6.35  
[34.9] *Replace the clause with the following:*
- The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.
- 6.36  
[34.10] *Replace the clause with the following:*
- The **Employer** shall pay to the **Contractor** the amount certified for payment in the final **payment certificate** within thirty (30) **calendar days** of the date of issue of the final **payment certificate** subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.
- 6.37  
[34.12] *Replace the last sentence with:*
- Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

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

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

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

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

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

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

6.41  
[39.2] *Add the following clause:*

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

6.42  
[39.2.1] *Add the following clause:*

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

6.43  
[39.2.2] *Add the following clause:*

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

6.43  
[39.2.3] *Add the following clause:*

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

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

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

## 7.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....  
Principal Agent

.....  
Date

## Contract Data: Contractor to Employer (CE)

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

#### ***Introduction***

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

#### ***Definitions***

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

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

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

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

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

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<b>Section No.</b>	<b>Description</b>
1.0	CONTRACTING PARTY
2.0	SECURITIES
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

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**1.0 CONTRACTING PARTY**

1.1

[1.2]

**Contractor:****Postal Address:****Code:****Physical Address:****Code:****eMail:****Tel No.:****Fax No.:****VAT No.:****2.0 SECURITIES**

2.1 The security provisions selected are:

2.1.1

[14.3]

Variable Construction Guarantee

(Yes / No)

2.1.2

[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

2.1.3

[14.5]

Advanced Payment is required. Where "Yes"

Amount

**N/A**

2.1.4

[14.5]

An Advance Payment Guarantee to be provided

(Yes / No)

**No****3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES****3.1 Payment of Preliminaries**

The payment of Preliminaries shall be according to the option selected by the **Contractor**. The amount included in each monthly **payment certificate** in respect of Preliminaries as stated in the **Contract Data** shall be:

**3.1.1 Option A**

Assessed by the **Principal Agent** as an amount prorated to the value of the work duly executed in the same ratio as the Preliminaries bears to the **contract sum** excluding:

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

All inclusive of **tax**.

### 3.1.2 **Option B**

Calculated from the priced items in the **Bills of Quantities**. The **Contractor** and the **Principal Agent** shall agree on a division of the priced Preliminaries items into:

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

All inclusive of **tax**.

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

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

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

Should the **Contractor** and the **Principal Agent** be unable to agree such division then the **Principal Agent** shall make a division of the amount of Preliminaries to be incorporated in the valuations of each monthly **payment certificate**.

### 3.2 **Adjustment of Preliminaries**

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

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

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

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

All inclusive of **tax**.

#### 3.2.1 **Option A**

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

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

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

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

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

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

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

All inclusive of **tax**.

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

### 3.2.2 Option B

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

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

### 3.2.3 Payment certificate cash flow

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

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

## 4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

- 5.1 This Tender is to be submitted to SANBI at the street address provided in the Invitation to Tender before the Tender closing date and time stated herein.
- 5.2 By the submission of this Tender to the **Employer**, the Tenderer offers and agrees to contract for, execute and complete the **works** for the Tender Sum as stated below.
- 5.3 Tenders will not be opened in public.
- 5.4 The lowest or any Tender will not necessarily be accepted.
- 5.5 This Tender shall remain in full legal force for **ninety (90) calendar days**. The Tenderer accepts liability for damages as may be suffered by the **Employer** should the Tender validity period not be honoured.
- 5.6 This Tender takes into account all listed items [4.0] for the purpose of preparing and submitting this Tender.



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5.7 The successful Tenderer will be appointed in terms of the JBCC Principal Building Agreement.

**5.8 TENDER SUM COMPILATION****Amount**5.8.1 Tenderer's work including **prime cost amounts**

R

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

R

5.8.3 **SUB TOTAL**

R

5.8.4 *Add tax* on 5.8.3

R

5.8.5 **TOTAL TENDER SUM inclusive of tax**

R

5.8.6 Tender Sum in words

--

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

.....  
Name of Signatory.....  
Capacity of Authorised Signatory.....  
As witness.....  
for and on behalf of the Tenderer, who warrants  
authorisation hereto

## C1.3 Form of Construction Guarantee

### C1.3.1 FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 (Reprint 1) of July 2007)

To:

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

#### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (5.0 EDITION (Reprint 1) JULY 2007)

1. With reference to the contract between .....(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No.: SANBI: G504/2023** for **APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN**

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

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

I/We, .....  
in my/our Capacity as ..... and hereby  
representing .....

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum  
of R ..... , (insert amount in figures)  
.....(insert amount in words)  
being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **Employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
4. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
5. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor’s** obligation shall not affect the validity of this guarantee.
6. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the Guarantor's liability seizes.

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7. This guarantee is neither negotiable nor transferable, and
- (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of Practical Completion**.
8. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

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

**AS WITNESS**

1. ....

2. ....

By and on behalf of

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

Name: .....

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

Date: .....

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

### **C1.3.2: VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 (Reprint 1) of July 2007)**

To:

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

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

5. With reference to the contract between .....(hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No.: SANBI: G504/2023** for **APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW OFFICE BUILDINGS AND RENOVATIONS OF VARIOUS BUILDINGS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE KWAZULU-NATAL HERBARIUM, DURBAN**

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

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

I/We, .....  
in my/our Capacity as ..... and hereby  
representing .....

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum  
of R ..... , (insert amount in figures)  
.....(insert amount in words)  
being 10% of the contract sum (excluding VAT), for the due fulfillment of the contract.

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

- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **Guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (b) The **Guarantor’s** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
- (c) The **Guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
- (d) This guarantee shall expire on the date of the last **final payment certificate**.
- (e) The **Practical Completion Certificate** and the **Final Completion Certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

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

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4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.
5. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last **final payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
6. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

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

**AS WITNESS**

1. ....

2. ....

.....  
By and on behalf of

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

Name: .....

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

Date: .....

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

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

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

### AGREEMENT MADE AND ENTERED INTO BETWEEN THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

(hereinafter called the “EMPLOYER”)

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

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

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

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

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

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

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

.....  
WITNESS

.....  
MANDATARY

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

.....  
WITNESS

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

**OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the full-time construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
3. The Contractor shall appoint an SACPCMP registered part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site; frequency of site visits of the CHSO must be discussed and agreed upon with appointed client health and safety agent.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any Sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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## PART C: THE CONTRACT

### Part C2: Pricing Data

#### C2.1 Pricing Instructions

##### 1. GENERAL INFORMATION

- a. Bills of Quantities  
The **Bills of Quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.
- b. Value Added Tax  
The **Contract Sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **Bills of Quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.
- c. Contract Price Adjustment  
Tenderers are to take note that contract price adjustments are not applicable to this contract

##### 2. PRICING INFORMATION

1. These Bills of Quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their Bills of Quantities are complete/correct. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the Bills of Quantities contain any obvious errors, the Tenderer shall immediately notify the Principal Agent, so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the Principal Agent.
2. The Bills of Quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with Bills of Quantities completed in full. Non or partial completion of the Bills of Quantities shall render Tenders liable for disqualification.
4. The total Tender Price as carried forward to the Form of Offer and Acceptance, after correction for arithmetic extension errors, etc. shall be the Contract Price as awarded to the successful Tenderer. Tenderers are requested to check multiplication and addition of the Bills of Quantities. The rate(s) submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the Bills of Quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the Bills of Quantities shall apply.
6. The priced Bills of Quantities (of Tenderer) shall be checked by the Principal Agent. The Principal Agent reserves the right to request adjustments to one or more individual Tender Prices and to rectify contradictions and thereby alter the total Tender Price as submitted. The acceptance of this Tender does not preclude the Principal Agent from querying or requesting of the Contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility of the accuracy of the quantities included in the Bills of Quantities, remains with the person who prepared the bills. The Tenderer is relieved from the responsibility of the measurement of quantities at Tender stage and the Tender Amounts shall be for the quantities as listed in the bills. It is, however, expected from the Tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.
8. The quantities in these Bills of Quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the Bills of Quantities shall be permitted and shall be measured and priced at the tariffs as included in the Bills of Quantities and shall form an addition to or omission from the total of the Bills of Quantities. Any changes not covered by any rates in the Bills of Quantities, shall be agreed and priced as non-schedule items in accordance with the conditions of contract.

10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed, shall not necessarily be priced in accordance with the Bills of Quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

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

12. Should the Contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his Tender and submit rates for these items. Mistakes in the physical measurement of items in the Bills of Quantities shall be rectified, but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced Bills of Quantities shall not be adjusted on the grounds of the items which in the opinion of the Tenderer should have been brought into account unless so detailed in the accompanying letter.
13. The Bills of Quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The Bills of Quantities are not intended for the ordering of materials, etc. and the Contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification(s). Any order placed directly from the Bills of Quantities, shall be solely at the Contractor's risk.
14. The unit rates as entered in the Bills of Quantities with the exclusion of dayworks items, shall in all cases include any present and applicable sales tax or similar statutory duties.
15. The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
16. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
  - Quantity: The number of units of work for each item
  - Rate : The payment per unit of work at each which the Tenderer tenders to do the work
  - Amount : The quantity of an item multiplied by the tendered rate of the (same) item
  - Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

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

The following abbreviations may appear in the Bill of Quantities:

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

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

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

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

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

## **PART C: THE CONTRACT**

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

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

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

The Employer's objective is to complete the new office buildings and renovations of various buildings for the South African National Biodiversity Institute (SANBI) at the KwaZulu-Natal Herbarium, Durban.

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

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

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

#### **Bulk Services & Earthworks**

- Complete bulk earthworks when completing sewer and stormwater reticulation.
- Construct a bulk water supply network to the new buildings.
- Reconstruct the blocks retaining wall to conform to the drawings.
- Construct uncovered parking bays.

#### **New Office Building**

- Make the access ramp compliant.
- Reconstruct aprons and reticulate sewer, water & stormwater.
- Take out all structural steel components, reuse the salvageable ones, clear them, galvanize and re-erect on site. All masonry walls, R/C beams and slabs to be demolished & reconstructed.
- Construct the office building in accordance with the designs and drawings.
- Install electrical & mechanical infrastructure.
- Install solar PV system

#### **Umdoni House & Double Garage**

- Construct the new Umdoni House in accordance with the new drawings
- Reticulate, sewer, stormwater & water.
- Construct an access ramp as per the architectural drawings.
- Remove asbestos sheets and replace with chromadek roofing sheets in the double garage.
- Install new automated double garage doors.

#### **Admin, Herbarium & Resources Centre Buildings**

- Repair damaged wooden suspended floor & replace Gutters & downpipes in the Admin building.
- Herbarium: Construct stormwater reticulating system to drain water away from the back of the building
- Construct apron around the building & replace deteriorated gutters & downpipes.
- Repair structural cracks in the front side of the building & replace roofing sheets are heavily corroded.
- Resources Centre: Instal gutters and downpipes & refurbish the internal of the building in accordance with the architectural layout.
- Install fire escape door, construct apron at the back of the building & replace worn out wooden window frames.

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

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

The project is located at the KwaZulu-Natal Herbarium, in Durban, KwaZulu Natal.

## **C3.2 Construction**

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

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The General Preambles for Trades (2017 Edition) recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to "Architect" in the Model Preambles are to be read as "Principal Agent" shall apply to this contract.

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

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

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

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

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

None

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

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

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

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

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

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

None

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

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

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

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

Contractor to use caution.

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

At Principal Contractor's discretion.

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

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

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

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

None.

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

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

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

No requirements are specified.

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

No requirements are specified.

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

No requirements are specified.

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

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

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

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

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

No requirements are specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Costs of Testing

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **C3.3 Management**

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

#### **C3.3.1.1 General**

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

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

The programme shall be produced by the Contractor as follows:

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

#### **C3.3.1.2 Submission of Programme**

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

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

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

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

The programme shall at minimum contain:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall report on a monthly basis on:

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

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

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

### **C3.3.1.5 Security**

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

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

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

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

SEE APPENDIX B – Health and Safety Specification

### **APPLICABLE STANDARDISED SPECIFICATIONS**

The following standardised specifications for Civil Engineering Construction of the South African Bureau of Standards SABS 1200 shall form part of this contract:

SANS 1200 AA - 1986: General (Small Works)  
SANS 1200 AB - 1986: Engineers Office  
SANS 1200 C - 1980: Site Clearance  
SANS 1200 DA - 1988: Earthworks (Small Works)  
SANS 1200 G - 1982: Concrete (Structural)  
SANS 1200 H - 1990: Structural Steelwork  
SANS 1200 HA : 1990: Structural Steelwork (Sundry Items)  
SANS 1200 HC - 1988: Corrosion Protection of Structural Steelwork

The Specifications are available from the SABS, Private Bag X 1919, Pretoria 0001. Copies of these documents may be inspected during normal working hours at the offices of the Engineer.

## South African National Biodiversity Institute

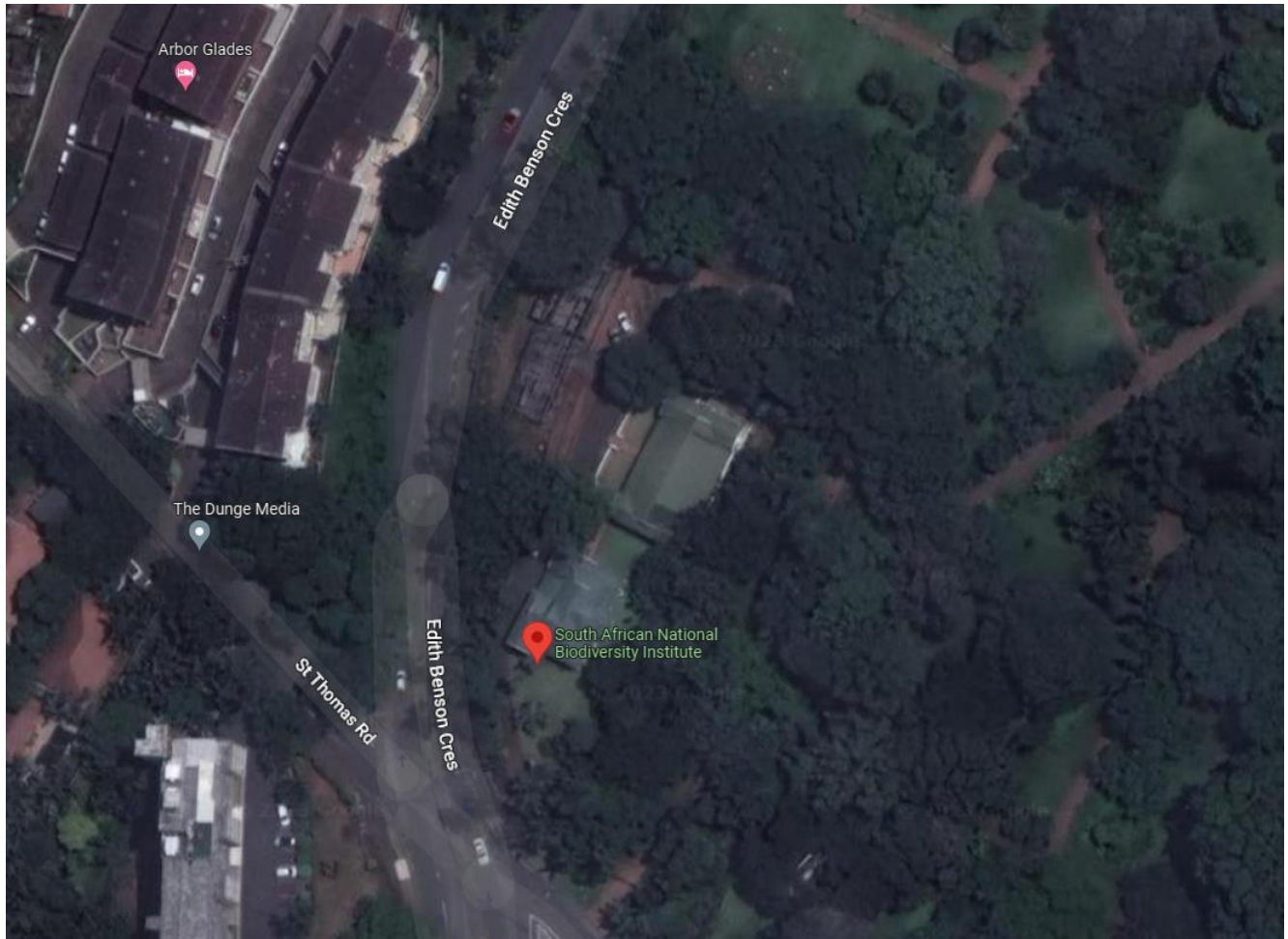
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# PART C: THE CONTRACT

## Part C4: Site Information

### C4.1 Site Information

The site is located in KwaZulu-Natal Herbarium, in Durban, KwaZulu Natal.



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## **Appendix A: Tender Drawings**

## **Appendix B: Health and Safety Specification**