



SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Bid No. SANBI: G462/2022

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA

PROCUREMENT DOCUMENT

MARCH 2023

Issued by:

South African National Biodiversity Institute
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Gauteng

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Name of Tenderer:

Address:

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

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PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

Advertising Date:	31 March 2023	Closing Date:	03 May 2023
Closing Time:	11:00	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 REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA

Tender documents will be available as from **31 March 2023** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

A **compulsory** site briefing session will take place on site on **21 April 2023** at 10h30 at the Lowveld National Botanical Garden, Nelspruit, Mpumalanga. Only one representative per service provider will be allowed to attend the scheduled compulsory site briefing session. Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below.

Department: Supply Chain Management
Email: sanbi.tenders@sanbi.org.za
Cc: technical@projectneers.com
Cut-off date for enquiries: **25 April 2023**

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

SANBI Representative (Technical Queries Only)	Dr Brighton Tshuma Projectneers Consulting technical@projectneers.com
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of Tenders is 11:00 on **03 May 2023**.

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

T1.2 Tender Data

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

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

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

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

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Clause number	Tender Data
C.1.4	The Employer's Agent is: Projectneers Consulting Building 2, Thornhill Office Park 94, Bekker Road, Midrand, 1685 Contact Person : Dr Brighton Tshuma Tel : +27 11 043 1307 Email : technical@projectneers.com
C.2.1	Only those Tenderers who satisfy the following eligibility criteria are eligible to submit Tenders 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. (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 4 CE class of construction work, are eligible to have their Tenders evaluated. Joint ventures are eligible to submit Tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 4 CE class of construction work; and - 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 4 CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.6	Failure to apply instructions contained in addenda may render a Tenderer's offer non-responsive in terms of clause C.3.8.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenders must sign the attendance list in the name of the tendering entity. Addenda will be issued to tenderers appearing on the attendance list.
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.12	Main Tender Offers are required to be submitted together with alternative Tenders. 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. 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. 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. 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.
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:

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
	- Financial: one (1) original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and - Technical: one (1) document pack without any pricing on a memory stick Financial or pricing details should ONLY be included in the printed document pack marked 'ORIGINAL', and not in the PDF file(s) of the document(s) on the memory stick. NB: 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 disqualified. INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE MEMORY STICK WILL LEAD TO THE BID BEING DISQUALIFIED. 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: - The address as stated in C.2.15.1 below - The identification details as stated in C.2.15.1 below - Name of the Tenderer - The words "Not be opened before the Tender opening" 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
C.2.13.9	Telephonic, telegraphic, telex, facsimile or eMailed Tender Offers will not be accepted.
C.2.15.1	The Employer's address for delivery of Tender Offers and identification details to be shown on each Tender Offer package are: Location of Tender Box: Biodiversity Centre Physical address: Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria Identification Details: Tender No.: SANBI: G462/2022 Title of Tender: APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
C.2.15.2	The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The Tender Offer validity period is 90 days .
C.2.16.3	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: - withdraws his Tender; - gives notice of his inability to execute the contract in terms of his Tender; or - fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 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.
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 not be returned 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	The Tenderer is required to submit with his Tender the following (failure to provide below documentation will result in the Tender being rejected): 1) A copy of the Central Suppliers Database (CSD) registration report. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) 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. 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."
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 Annexure A .
C.3.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: a) the Tenderer submits a copy of the CSD registration report or registration number (refer to T2.2.13); b) the Tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation (refer to T2.2.12); 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; 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); 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)); 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. g) A copy of Tax Compliance Status Pin

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.

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

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

FUNCTIONALITY CRITERIA												
ID	CRITERIA	POINTS										
1	Implementation method and project plan or programme - Detailed step by step methodology of executing the project - Detailed project programme with key milestones and hold points as well as resources	25 (15) (10)										
2	Contractor's Experience Three positive reference letters in the Client's letter head regarding work of similar scope (structural steel suspension bridges) and scale completed in last five years <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One reference letter</td><td>5</td></tr><tr><td>Two reference letters</td><td>10</td></tr><tr><td>Three reference letters or more</td><td>15</td></tr></table>	Sub-Criteria	Points	One reference letter	5	Two reference letters	10	Three reference letters or more	15	40 (15)		
	Sub-Criteria	Points										
One reference letter	5											
Two reference letters	10											
Three reference letters or more	15											
	List of at least five other similar projects (bridges in general) with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten years <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One Project</td><td>5</td></tr><tr><td>Two Projects</td><td>10</td></tr><tr><td>Three Projects</td><td>15</td></tr><tr><td>Four Projects</td><td>20</td></tr></table>	Sub-Criteria	Points	One Project	5	Two Projects	10	Three Projects	15	Four Projects	20	 (25)
Sub-Criteria	Points											
One Project	5											
Two Projects	10											
Three Projects	15											
Four Projects	20											

8.

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	Five Projects	25													
	Notes: 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. - Both appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer. - Failure to complete and sign schedule of the tenderer`s experience will result in the bidder forfeiting these points.														
3	Contractor's Resources – Personnel and Plant Proposed personnel: The 3 personnel should be full-time on-site during construction. - CVs for proposed key personnel (At least 3 – Contracts Manager, Site Agent & OHS Officer) indicating: - Previous work experience of similar projects (bridges) - Total number of years' working experience in construction - Individual experience on similar work in last five years - Certified copies of Qualifications or artisan's certification or other recognised training courses completed - Valid Professional Registration for Contracts Manager (ECSA or SACPCMP) and OHS Agent (SACPCMP) <table><thead><tr><th>Sub-Criteria</th><th>Points</th></tr></thead><tbody><tr><td>Combined CV experience of less than 5 years</td><td>6</td></tr><tr><td>Combined CV experience of more than 5 years</td><td>12</td></tr><tr><td>Combined CV experience of more than 10 years</td><td>18</td></tr><tr><td>Combined CV experience of more than 15 years</td><td>24</td></tr><tr><td>Combined CV experience of more than 20 years</td><td>30</td></tr></tbody></table> Note: Each CV with 10 years or more experience will receive a maximum of 10 points. Plant: - Equipment owned by Contractor – registration documents - Equipment to be rented (if any) – with preferred rental companies – letter of intent to hire		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	35 (30) (5)
Sub-Criteria	Points														
Combined CV experience of less than 5 years	6														
Combined CV experience of more than 5 years	12														
Combined CV experience of more than 10 years	18														
Combined CV experience of more than 15 years	24														
Combined CV experience of more than 20 years	30														
TOTAL			100												

The second stage – Specific Goals

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

Specific Goal	Total Points
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof).	(10)
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof).	(10)
Total Points	20

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

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

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

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

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:

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

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.

C.1.5 Cancellation and Re-Invitation of Tenders

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1 Where the Tender Data require that the competitive negotiation procedure is to be followed, Tenderers shall submit Tender Offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the Tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.
- C.1.6.2.2 All responsive Tenderers or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the Tender Data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.
- Notwithstanding the provisions of C.2.17, the Employer may request that Tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to revise their Tender Offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive Tenderers to submit Tender Offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The Employer shall evaluate Tenders received during the second stage in terms of the method of evaluation stated in the Tender Data and award the contract in terms of these conditions of Tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of Tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the Tender Offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative Tender Offers

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

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

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

C.2.13 Submitting a Tender Offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender Offer validity

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

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

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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.

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.

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

The activities associated with evaluating Tender Offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of Tender Offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

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

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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Tender document name	Number of pages issued	Returnable document
Record of Addenda to Tender Documents (T2.2.16)	1 Page	☒ Yes ☐ No
Compulsory Enterprise Questionnaire (T2.2.17)	3 Pages	☒ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Applicable Form of Guarantee	2 Pages	☒ Yes ☐ No
Priced Bills of Quantities	33 Pages	☒ Yes ☐ 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	

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

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B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

Reference No.	Document Description	Tick if completed
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data – Part 1	
C2.2	Priced Bills of Quantities	
T2.2.08	Estimated Monthly Expenditure	
SBD 6.2	Local Content Declaration and Annexures	

T2.2 Returnable Documents/Schedules

T2.2.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

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

Name of Contractor	Proportion (%)

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

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

Physical address:.....

.....

.....(code)

Postal address:

.....

.....(code)

Telephone number:(code)

Fax number:(code)

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

*Mr/Mrs/Ms:

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

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

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

Physical address:

.....

.....(code)

Postal address:

.....

.....(code)

Telephone number:(code)

Fax number:(code)

South African National Biodiversity Institute

Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

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

Note:

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

T2.2.04: SCHEDULE OF PROPOSED SUB-CONTRACTORS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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.

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

Name of representative:	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

T2.2.05: CAPACITY OF TENDERER

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

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

1.1 Provide full particulars of:

Machinery	Equipment	Workshops

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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

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".

T2.2.06: 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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)
Categories of persons historically disadvantaged by unfair discrimination on the basis of race Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal - 100% black ownership = 10 points		10		
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal - 100% female ownership = 10 points		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

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

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

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

[illegible]

Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

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

T2.2.09: Compulsory Site Inspection Meeting Certificate

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

T2.2.10: DECLARATION OF INTEREST

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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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Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

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

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

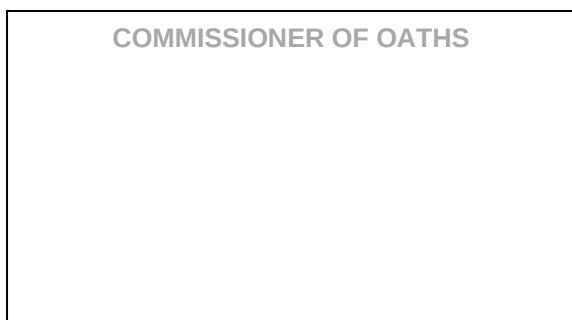
Duly signed at on this day of (month) of (year)

.....
Full name of signatory

.....
Name of Bidder/Tenderer

.....
Capacity of Signatory

.....
Signature



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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

I, (surname and name), Identity number,do hereby declare that I am a registered medical practitioner, with my practice number being , practicing at

..... (Physical and postal addresses) declare that I have examined Mr/Mrs , identity number of

and have found the said person to be permanently disabled

or having a recurring disability.

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

The nature of the disability is as follows:

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

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

.....
Signature

.....
Date

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

T2.2.13: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

T2.2.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

T2.2.15: FINANCIAL REFERENCES

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

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

T2.2.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

T2.2.17: 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:

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

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

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

*Insert separate page if necessary.

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

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

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
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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").

T2.2.19: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA
BID No.:	SANBI: G462/2022

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 REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rand;

R..... (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the
Tenderer:

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

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
Employer:**

.....

.....

.....

(Insert name and address of organisation)

Name &
signature of
witness

Date

.....

Schedule of Deviations

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

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

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

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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

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

Section No.	Description
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

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

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

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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.

2.0 CONTRACT AND SITE INFORMATION

2.1 [1.7]	The law applicable to this agreement :	(Country / State)	RSA
2.2 [1.1]	Works identification:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA	
2.3 [1.1]	Site description:	Lowveld National Botanical Garden, Nelspruit	
2.4 [15.2.1]	Possession of the site is to be given on:	(Date)	Within 5 (five) working days after receipt of documentary evidence that: • Insurances have been effected [12.2]; • Security has been provided to the Employer [14.1]; • Contractor's Lien has been signed; • Safety Plan has been approved by the Employer
2.5 [15.3]	Period for the commencement of the works after the Contractor takes possession of the site :	(Working days)	5 (Five)
2.6 [15.4], [28.0]	Completion of the works in sections is required.	(Yes / No) No	(No. of sections) N/A
2.7 [3.3], [31.16.2]	Waiver of the Contractor's lien or right of continuing possession is required.	(Yes / No)	Yes
2.8 [16.1]	Defined restrictions to the site area. Where "yes" the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
2.9 [16.4]	Geotechnical investigation of the site has been undertaken. Where "yes" the results are included in the contract documents .	(Yes / No)	N/A
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
2.11.1	Water	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
2.11.2	Electricity	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
2.11.3	Telecom	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
2.11.4	Ablutions	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A

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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 contract documents .	(Yes / No)	Yes
3.0 INSURANCE AND SECURITIES			
3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	Contract Sum Plus 20%
	With a deductible of:	(Amount)	R20 000
3.2 [10.1.2], [11.1.3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	R5 000 000 per claim
	With a deductible of:	(Amount)	R20 000
3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	N/A
	Type:	N/A	
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A

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

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

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

Or

4.2 [24.3.1], [28.1]	For the works in sections : The Date for Practical Completion and the Penalty per calendar day is:		
		Date	Penalty Amount
	Section 1	N/A	N/A
	Section 2	N/A	N/A

5.0 DOCUMENTS AND GENERAL

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

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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Section No.	Description
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

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

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

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: G462/2022 for APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA**

(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: G462/2022 for APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA**

(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 foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

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

AS WITNESS

1.

2.

.....
By and on behalf of

.....

.....

(insert the name and physical address of the Guarantor)

Name:

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

Date:

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

.....

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

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

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

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

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

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
WITNESS

.....
MANDATARY

Signed at this day of 20

.....
WITNESS

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

South African National Biodiversity Institute

Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

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
- m² = square metre
- m³ = 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 or 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

SECTION 1: PRELIMINARY AND GENERAL						
Item No.	Payment	Description	Unit	Quantity	Rate	Amount
	SABS 1200 AA	SECTION 1: PRELIMINARY AND GENERAL				
1.1	8.3	Fixed charges & Value-Related items for duration of contract				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Provision of Facilities on Site				
1.1.2		(a) Facilities required by Engineer	Sum	1		
1.1.3		(b) Facilities required by Contractor	Sum	1		
1.1.4	8.3.3	General Responsibilities and Other Fixed-charge Obligations	Sum	1		
1.1.5	8.3.4	Removal of Site Establishment	Sum	1		
1.2	8.4	Time-related charges (for duration of contract, unless otherwise stated)				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operation and Maintenance of of Facilities on Site				
1.2.2		(a) Facilities for Engineer	Sum	1		
1.2.3		(b) Facilities for Contractor	Sum	1		
1.2.4	8.4.3	General Responsibilities and Other Time-related Obligations	Sum	1		
1.3	8.5	Temporary Works				
1.3.1	PSAA 5	Access to site of Works and overhead cable system to place concrete	Sum	1		
1.3.1	PSAA 5	Access to site of Works to erect viewing deck and balustrading and handrails	Sum	1		
1.3.2		Environmental Health & Safety Obligations	Sum	1		
1.3.3		Crane establishment & de-establishment	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 2: REINFORCED CONCRETE SUPPORT STRUCTURE						
Item No.	Payment	Description	Unit	Quantity	Rate	Amount
		SECTION 2: REINFORCED CONCRETE SUPPORT STRUCTURE				
2.1	SABS 1200 C	Site Clearance				
2.1.1	8.2.1	Clear and grub site establishment area for crane establishment and entry/exit ramp extensions and viewing deck areas. Rate to include cutting of trees and removal of vegetation and debris.	m ²	600		
2.1.2		Remove and dispose walkway frames that were washed away by water	Sum	1		
2.1.3		Construction, maintenance and rehabilitation of access roads for works access purposes.	Sum	1		
2.2	SABS 1200 DA	Earthworks (Small Works)				
	8.3.1	<u>Excavation</u>				
2.2.1	8.3.1(a)	Remove topsoil to nominal depth 150 mm, stockpile and maintain (c)	m ²	500		
2.2.2	8.3.1(b)	Excavate in all materials and use for backfill	m ³	120		
2.2.3		Excavate in all materials and dispose at sewer pump station embankment area	m ³	60		
	8.3.1(c)	Extra over items 2.2.2 and 2.2.3 for:				
2.2.4		Intermediate excavation	m ³	30		
2.2.5		Hard rock excavation	m ³	20		
	8.3.2	<u>Restricted excavation</u>				
2.2.6	8.3.2(a)	Excavate in all materials for foundation of entry/exit ramps, 450 mm thick, to nett outline and dispose at sewer pump station embankment area	m ³	90		
	8.3.2(b)	Extra over items 2.2.6 for:				
2.2.7		Intermediate excavation	m ³	20		
2.2.8		Hard rock excavation	m ³	15		
2.2.9		Import G5 material and compact to 95% MOD AASHTO	m ³	245		
TOTAL CARRIED FORWARD						

SECTION 2: REINFORCED CONCRETE SUPPORT STRUCTURE

Item No.	Payment	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
2.2.10		Rip and compact insitu 150mm layer to 93% MOD AASHTO	m ²	224		
2.2.11		Keeping excavations free of all water	Sum	1		
2.2.12		Density testing	Sum	1		
2.3	SABS 1200 G	Concrete Structural				
	8.2	<u>Formwork</u>				
2.3.1	8.2.1	Rough below grond and on inside of support structure shaft straight and curved	m ²	150		
	8.2.2	Smooth to outside of visible area of support structure shaft up to soffit of slab:				
2.3.2		Straight	m ²	36		
2.3.3		Curved 600m radius	m ²	45		
2.3.4		Rough to soffit of walkway slab on inside	m ²	5.2		
2.3.5		Smooth to soffit of walkway slab on outside	m ²	44.6		
2.3.6		Narrow width to side of walkway slab 250mm width	m	70.8		
2.3.7		Form drip groove 10mm wide under walkway slab	m	70		
2.3.8		Beams for anchor plates	m ²	15		
2.3.9		Pad footings for viewing deck	m ²	20		
2.3.10		R/C stairs for viewing deck	m ²	25		
2.3.11		Concrete columns for exit/entry ramps	m ²	48		
	8.3	<u>Reinforcement</u>				
2.3.12	8.3.1	Mild steel bars up to 12mm diam.	t	0.6		
2.3.13		High tensile bars up to 12mm diam.	t	1.6		
2.3.14		High tensile bars 16mm up to 32mm	t	1		
2.3.15		Type 617 mesh reinforcement to concrete	m ²	60		
TOTAL CARRIED FORWARD						

SECTION 2: REINFORCED CONCRETE SUPPORT STRUCTURE

Item No.	Payment	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
	8.4	<u>Concrete</u>				
2.3.16	8.4.3	Strength concrete Grade 30/19 MPa to support structure	m ³	40		
2.3.17	8.4.4	Unformed surface finish top of walkway slab - wood floated	m ²	70		
2.3.18		Strength concrete Grade 30/19 MPa to concrete beams for anchor plates	m ³	3		
2.3.19		Strength concrete Grade 30/19 MPa to concrete viewing deck bases	m ³	6		
2.3.20		Strength concrete Grade 30/19 MPa to concrete stairs	m ³	30		
2.3.21		Strength concrete Grade 30/19 MPa to concrete columns of exit/entry ramps	m ³	48		
	8.7	<u>Grouting</u>				
2.3.22		Drill 20mm diam. Holes 450mm deep into rock	No.	81		
2.3.23		Grout 16mm diam. High tensile bars with wet to dry epoxy into holes. Total length of bar to be grouted is 450mm	No.	81		
2.3.24		Drill 20mm diam. Holes 450mm deep into existing concrete slab	No.	260		
2.3.25		Grout 16mm diam. High tensile bars with wet to dry epoxy into holes. Total length of bar to be grouted is 450mm	No.	260		
	8.8	<u>Holding down bolts</u>				
2.3.26		Supply and cast into walkway slab M20 HD Bolts for structural steel tower support structure for cable system all complete	No.	130		
2.3.27		Supply and cast into side of walkway slab anchor plates for handrail structures	No.	70		
2.3.28		Supply and cast into walkway slab M24 HD Bolts for structural steel viewing deck support structure	No.	60		
2.3.29		Supply and cast into walkway slab M12 Anchor Bolts for new balustrade columns	No.	270		
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 3: STRUCTURAL STEELWORKS						
Item No.	Payment	Description	Unit	Quantity	Rate	Amount
		SECTION 3: STRUCTURAL STEELWORKS				
	SABS 1200 H	Structural Steelwork				
3.1		Walkway Frame				
	8.3.1	<u>Supply and Fabricate</u>				
3.1.1	8.3.1.1	Preparation of shop detail drawings	t	15.6		
	8.3.1.2	Supply and fabrication of structural steelwork frames for bridge walkway spans 1 and 3, approximately, consisting of:				
3.1.2		Hot rolled sections	t	4		
3.1.3		Hollow sections	t	1.4		
	8.3.1.2	Supply and fabrication of structural steelwork frames for viweing deck and balustrade and handrails				
3.1.4		Hot rolled sections	t	3.5		
3.1.5		Hollow sections	t	5.5		
3.1.6		Base and gusset plates	t	1.2		
	8.3.2	<u>Delivery to site</u>				
3.1.7	8.3.2.1	Logistics, and permits for delivery of all steelwork to site (hot rolled, hollow section and plates	t	15.6		
	8.3.3	<u>Erection on site</u>				
3.1.8		Erection of structural steelwork on site	t	15.6		
	8.3.4	<u>Erection Bolts</u>				
3.1.9		M12	Sum	1		
3.1.10		M16	Sum	1		
3.1.11		M20	Sum	1		
3.1.12		M24	Sum	1		
TOTAL CARRIED FORWARD						

SECTION 3: STRUCTURAL STEELWORKS						
Item No.	Payment	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
3.1.13	8.3.7	<u>Handrails</u> a) Manufacture, supply assemble and bolt handrail, Curved on support structure walkway slab that was washed away by the water	m	30		
3.1.14		b) Repair/refurbish damage handrail for span 5 and make good including corrossion protection	Sum	1		
3.2		Tower Support Structure for Cable System				
3.2.1		Carefully remove existing 12(twelve) structural steelwork frames that form 6 (six) tower support structures for cable suspension system. Store on site and re-install after the height of the concrete columns and slab has been increased.	No.	6		
3.3	SABS 1200 HC	Corrosion Protection of Structural Steelwork				
	8.2.3	<u>Surface preparation and Hot Dip Galvanizing Coating application (colour to match existing colour on site) for:</u>				
3.3.1	PSHC 1 PSHC 2 PSHC 3	All new structural steelwork for the bridge, viewing deck and balustrades	t	15.6		
3.3.2		Existing structural steelwork on site that requires attention (corrossion protection) and can be re-used	t	5		
TOTAL CARRIED FORWARD						

SECTION 3: STRUCTURAL STEELWORKS						
Item No.	Payment	Description	Unit	Quantity	Rate	Amount
BROUGHT FORWARD						
3.4	SABS 1200 HA	Structural Steelworks (Sundry Items)				
	8.3.5 PSHA 1	<u>Supply and installation of suspension cable system consisting of:</u>				
		Main system, double sets of cable approximately:				
3.4.1		28m long	No.	4		
3.4.2		15m long	No.	2		
3.4.3		Secondary system. Double set of vertical cables 1,5m to 3,5m length	No.	40		
		Installation only of walkway platform consisting of				
3.4.4		Polywood slats 1300 x 140 x 24mm for the bridge walkway	m2	105		
3.4.5		Polywood slats 1000 x 140 x 24mm for the viewing deck	m2	40		
3.4.6		Polywood slats 1300 x 140 x 24mm for the entry/exit ramps to be extended	m2	75		
3.4.7		Extension of exit/entry ramps to tie-up with NGL wooded walkway after raising the bridge. Structure to match the existing structure on site. Rate to include site modifications of the existing structures, new extension structure, foundations, walkway platform, balustrades and handrails and corrosion protection	m	50		
3.4.8		Provisional sum for tests ordered by the Engineer	PS	1	R22,000.00	
3.4.9		Charge on provisional sum	%	R22,000.00		
3.4.10		Curing of concrete using methods directed by Eng	Sum	R1.00	R22,000.00	
3.4.11		Provisional sum for repairs to concrete members that may be damaged during dismantling process	PS	1	R150,000.00	
3.4.12		Charge on provisional sum	%	R150,000.00		
3.4.13		Removal and disposing of existing timber balustrade & handrail	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY

SECTION 1: PRELIMINARY AND GENERAL	
SECTION 2: REINFORCED CONCRETE SUPPORT STRUCTURE	
SECTION 3: STRUCTURAL STEELWORKS	
SUB-TOTAL	
10% CONTINGENCIES	
SUB-TOTAL	
CLO AND SOCIAL FACILITATION COSTS	R60 000
SUB-TOTAL	
15% VAT	
TOTAL CONSTRUCTION COSTS	

PART C: THE CONTRACT

Part C3: Scope of Work

C3.1 Description of the Works

C3.1.1 Employer's Objectives

The Employer's objective is to repair and reconstruct the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga.

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:

Repair and reconstruction of the damaged suspension bridge

- Raise the current bridge deck/walkway level by one metre for all the spans. This has been checked on site and found to be adequate. During the flood that damaged the bridge, water levels were hovering between 0.2 and 0.5m above the current walkway level.
- Take out the walkway/deck structures and place them safely. This includes the horizontal and vertical stainless-steel cables.
- Disassemble the structural steel frames from the slab and keep in a safe place on site.
- Extend the height of the existing concrete columns and incorporate a reinforced concrete slab at the top.
- Cure the concrete for 28 days.
- Bolt the structural frames into the new raised platform.
- Re-install the stainless-steel cables and the existing walkway frames.
- Repair and install the damaged walkway frame.
- Install the new walkway frames.
- Anchor plates to be raised by the same height.
- Entry and exit ramps to be tied up nicely and gently with the existing canopy walkway structures to ensure a smooth transition and the slope shall comply to 1:12 requirements as per SANS 10400 Part S.
- All structural steel material to be galvanized to protect them from corrosion.

Construction of New Viewing deck

- 6 metres x 6 metres viewing deck constructed from galvanized structural steel.
- Foundations to be founded on rock through use of dowel bars and concrete.
- Reinforced concrete access stairs to be constructed for viewing deck access.
- Composite material to be used as the deck platform.
- 1m high balustrades and handrails to be installed in accordance with drawings.

Balustrading and Handrailing

- Replace all the balustrading and handrailing with galvanized steel members that are strong and durable as been proposed and shown in the drawings.
- Install balustrades and handrailing to the existing access steps.

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 Lowveld National Botanical Garden, Nelspruit, Mpumalanga

C3.2 Construction

C3.2.1 Construction Standards

South African National Biodiversity Institute

Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

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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Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

C3.2.5.5 Vehicles and Equipment

No requirements are specified.

C3.2.5.6 Advertising Rights

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

C3.2.5.7 Notice Boards

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

C3.2.5.8 Office Accommodation for Meeting Room

No requirements are specified.

C3.2.6 Site Usage

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

C3.2.7 Features requiring special attention

C3.2.7.1 Site Maintenance

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

C3.2.7.2 Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices 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.

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 bided 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,

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Appointment of a contractor for the repairs and reconstruction of the damaged suspension pedestrian bridge and viewing deck at Lowveld National Botanical Garden in Nelspruit, Mpumalanga. No.: **SANBI: G462/2022**

together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

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

C3.3 Management

C3.3.1 Planning and Programming

C3.3.1.1 General

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

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

The programme shall be produced by the Contractor as follows:

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

C3.3.1.2 Submission of Programme

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

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

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

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

The programme shall at minimum contain:

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

- 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

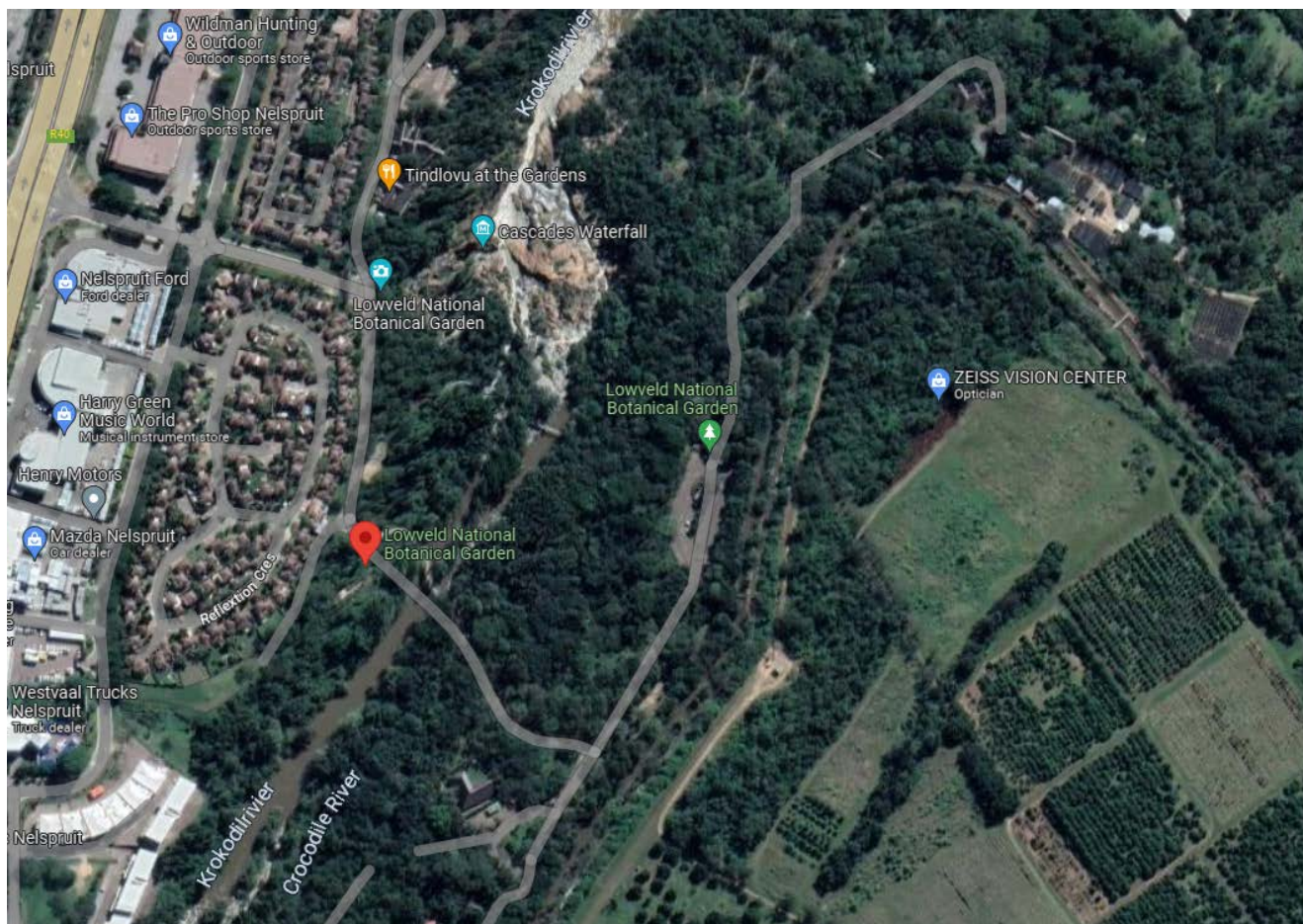
The Specifications are available from the SABS, Private Bag X 1919, Pretoria 0001. Copies of these documents may be inspected during normal working hours at the offices of the Engineer.

PART C: THE CONTRACT

Part C4: Site Information

C4.1 Site Information

The site is located in Nelspruit, at the Lowveld National Botanical Garden, Emnotweni Avenue, Riverside Park, Nelspruit, Mpumalanga.



Appendix A: Tender Drawings

NOTES

GENERAL NOTES

1. THESE NOTES MUST BE READ IN CONJUNCTION WITH THE DRAWINGS AND PROJECT SPECIFICATIONS INCLUDING THE SAS 1600 STANDARD SPECIFICATIONS.
2. THE CONTRACTOR MUST IMPLEMENT A QUALITY ASSURANCE MANAGEMENT SYSTEM THAT BE APPROVED BY THE ENGINEER PRIOR TO THE START OF THE WORK. THE CONTRACTOR MUST PROVIDE A QUALITY ASSURANCE PLAN TO THE ENGINEER. THE ENGINEER WILL DO ANY INSPECTIONS.
3. THE CONTRACTOR SHALL CARE ALL DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION OR ANY PORTION OF THE WORK. ANY DISCREPANCIES MUST IMMEDIATELY BE REPORTED TO THE ENGINEER.
4. WORK TO BE DONE TO FULFILL DIMENSIONS ONLY.
5. PRODUCTS DIFFERENT TO THOSE SPECIFIED MAY ONLY BE USED WITH THE ENGINEER'S PRIOR WRITTEN APPROVAL.

FOUNDATION NOTES

1. EXCAVATIONS FOR FOUNDATIONS TO BE APPROVED BY THE ENGINEER BEFORE CONCRETE IS CAST.
2. FOUNDATIONS TO BE BUILT ON FIRM, WELL COMPACTED SOIL.
3. THE ENGINEER MAY ORDER PLATE LOAD TESTS TO BE DONE TO ASCERTAIN THE BEARING CAPACITY OF THE FOUNDATION FOUNDING SURFACE.
4. ASSUMED SAFE BEARING CAPACITY OF FOUNDING MATERIAL, 75 kPa

CONCRETE NOTES:

1. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH SABS 12006.
2. CONCRETE CLASS TO BE AS FOLLOWS:

BLINDING	15 MPa/15mm
STANDARD REINFORCED CONCRETE	30 MPa/15mm
3. THE CONTRACTOR MUST CO-ORDINATE ALL SERVICE DRAWINGS FOR DETAILS AND POSITIONS OF OPENINGS AND SHEETS FOR ELECTRICAL, MECHANICAL AND OTHER SERVICES.
4. THE CONCRETE COVER TO REINFORCING IS AS FOLLOWS:

5. THE STRENGTH OF THE CONCRETE COVER ON JOISTS SHALL EXCEED THE STRENGTH OF CONCRETE OF THE STRUCTURAL ELEMENT IN WHICH THE JOIST IS USED.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE REQUIRED STRENGTH OF THE CONCRETE COVER ON JOISTS AND TO SUBMIT PROOF OF SUCH STRENGTH TO THE ARCHITECT.
7. CONCRETE SHALL BE CURED TO AN APPROVED SPECIFICATION DOES NOT AFFECT ADHESION OF FINISHES.
8. NO BRICK, WALK BEYOND THE ELEMENT HAS TO BE LAYED, BEAMS, WALLS, ETC. BEFORE THE ELEMENT HAS DRIED. THE 28 DAY COMPRESSIVE STRENGTH SHALL BE MAINTAINED THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD.
9. THE JOIST CHAMBERS TO BE FORMED AT ALL EXPOSED CONCRETE CORNERS.
10. 250 MMS DPC TO BE PLACED UNDER ALL SURFACE BEDS.
11. ALL CABLELAYS AND EQUIPMENT IS IN ACCORDANCE TO HAOBRI RM DISTRIBUTION CATALOGUE.
12. ALL MEMBERS TO BE WELDED BEFORE APPLICATION OF COMPRESSION LOADS. THE JOIST CHAMBERS SHALL BE ALIGNED TO THE COMPRESSION PROTECTION HAS BEEN APPLIED.

CLIENT

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

The logo for SANBI Biodiversity for Life. It features the word "SANBI" in large, bold, black capital letters, with "Biodiversity for Life" in smaller green text below it. To the right of the text are three square icons: a green and purple flower, a yellow and purple butterfly, and a green and purple lizard.

South African National Biodiversity Institute

2 CUSSONIA AVENUE, BRUMMERIA

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REVISIONS

PROJECT CONSULTANT

PROJECT NEERS

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& PROJECT MANAGERS**
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DESIGNED BY	DESIGN CHECKED BY	DRAWN BY	DRAWING CHECKED
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APPROVAL CONSULTANT

3. ISHUMA

DATE	2007. 6. 6
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ORIGINAL SIGNATURE OF APPROVAL

PROJECT NAME

COLLEGE OF EDUCATION

INSPECTION, INVESTIGATION, DESIGN AND MONITORING THE

NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA

PROJECT SITE

WAZULU-NATAL HERBARIUM, DURBAN

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TECHNICAL CAPABILITIES

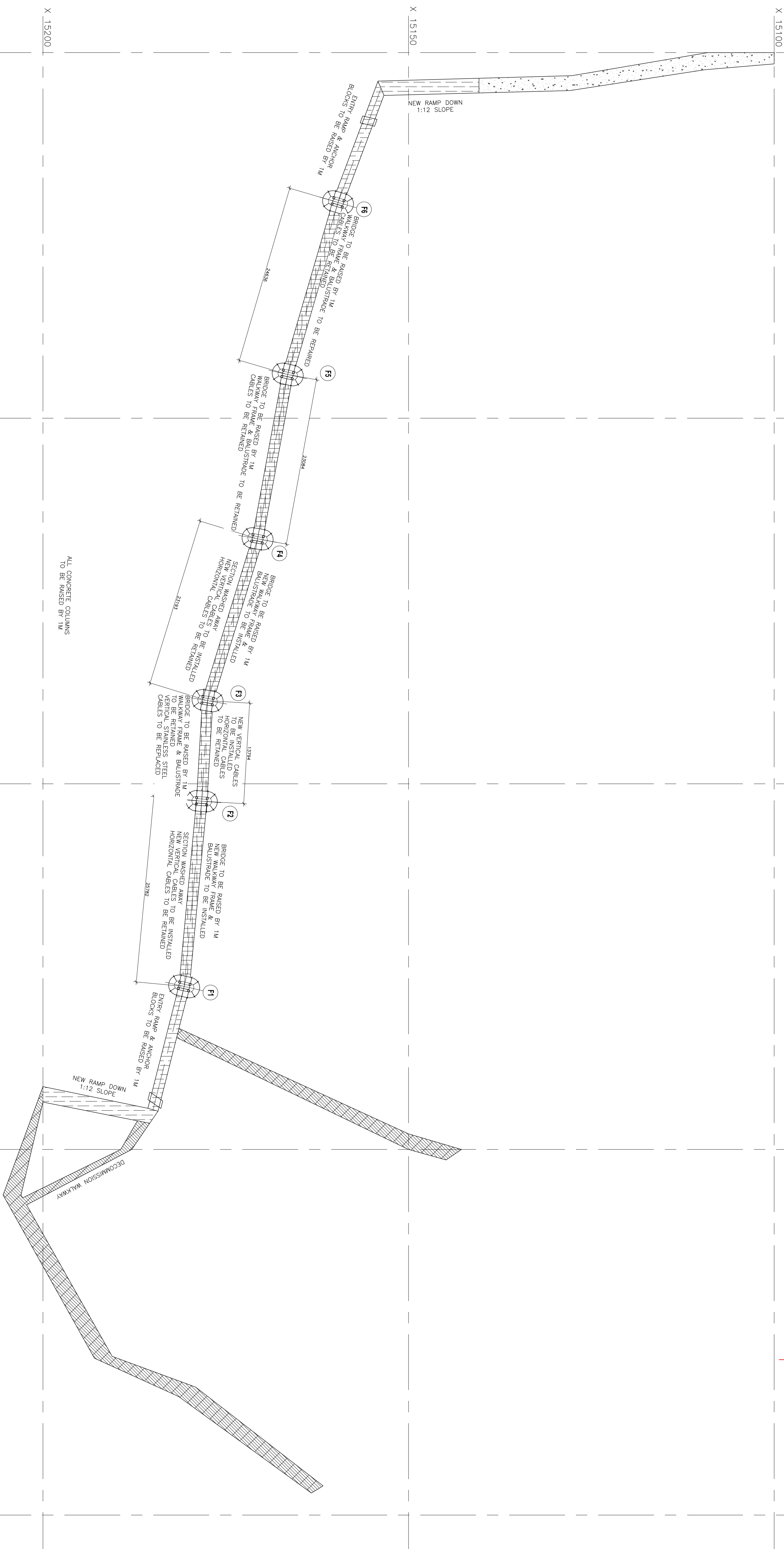
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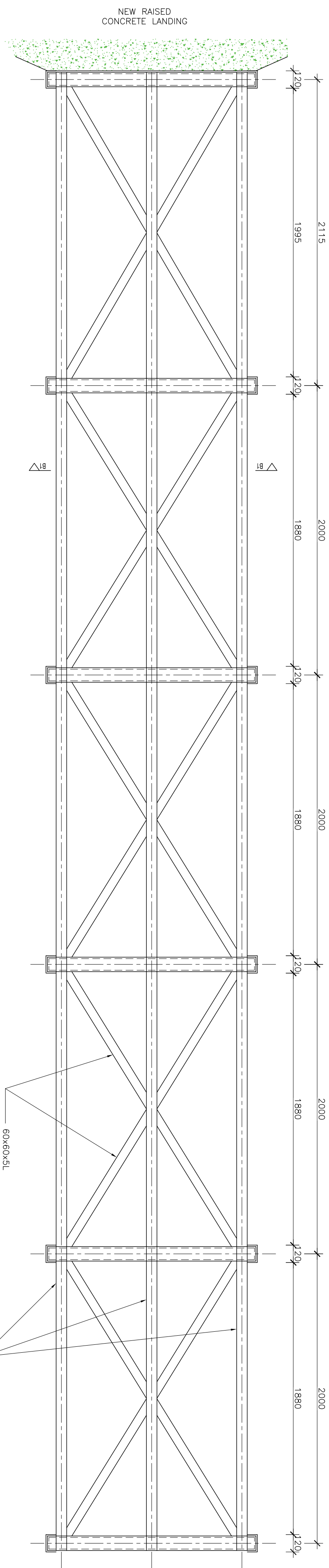
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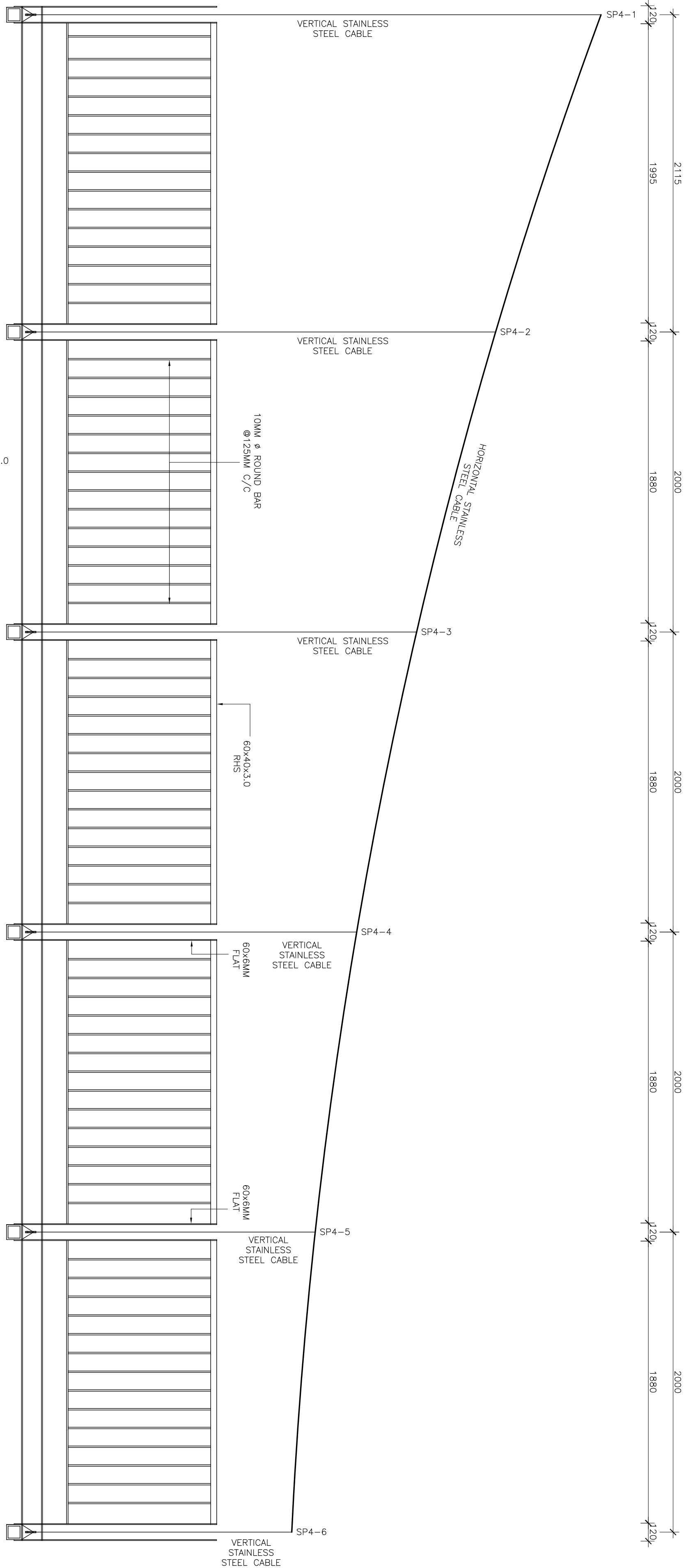


BRIDGE LAYOUT PLAN

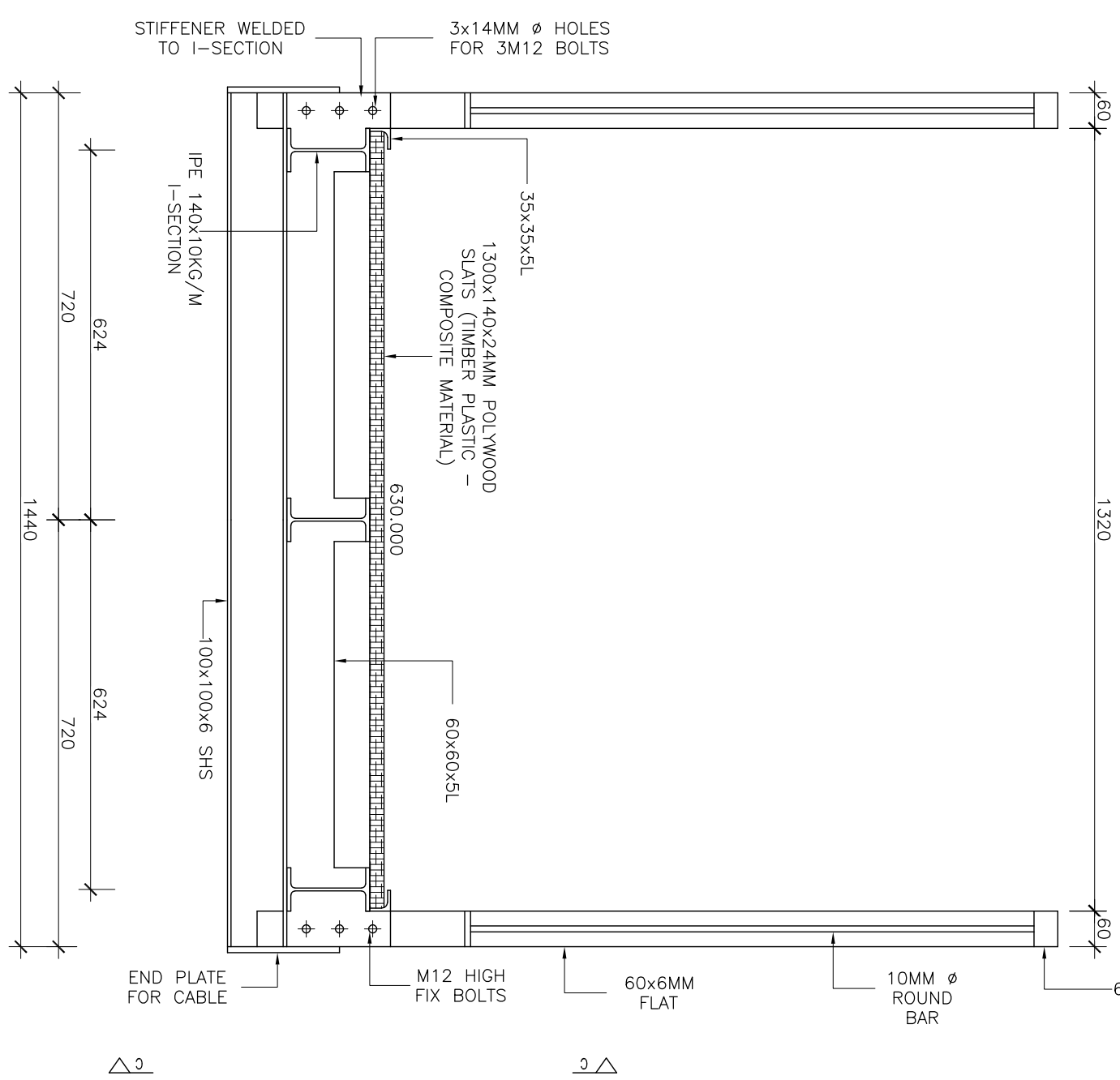
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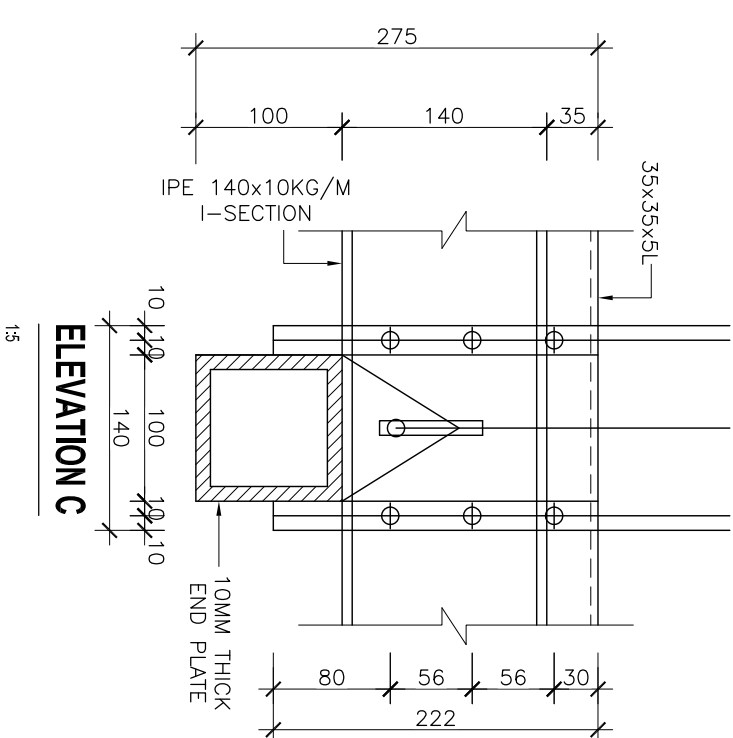
WALKWAY FRAME LAYOUT PLAN



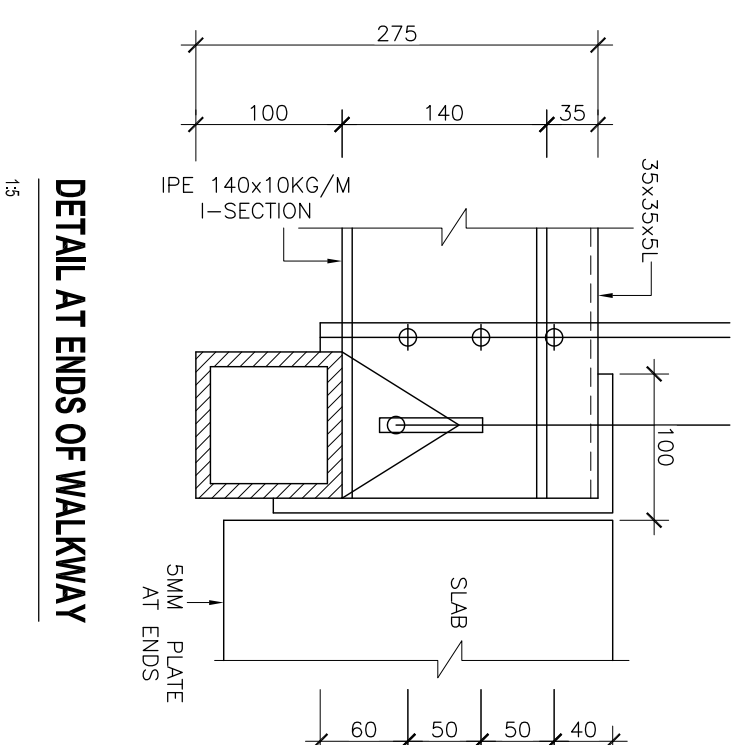
WALKWAY ELEVATION



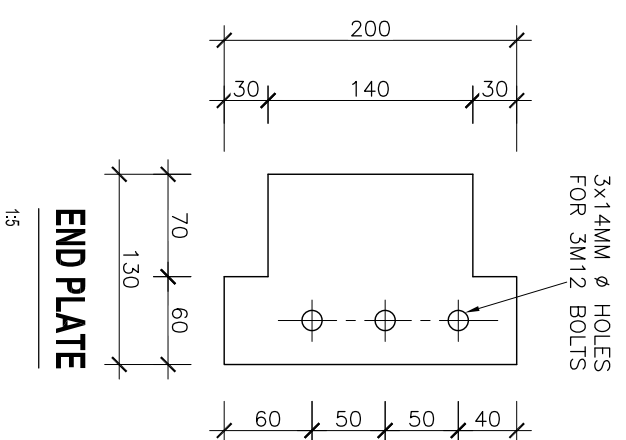
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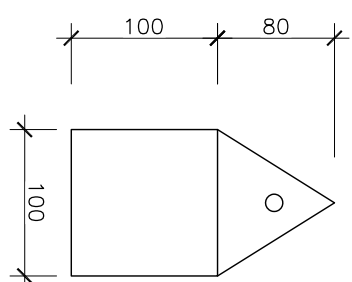
ELEVATION C



DETAIL AT ENDS OF WALKWAY



END PLATE



CABLE END PLATE

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PROJECT CONSULTANT		PROJECT CHIEF	
PROJECT CHIEF		PROJECT CHIEF	
B.T.		N.S.	
APPROVAL CONSULTANT		APPROVAL CONSULTANT	
TSUJUMA		TSUJUMA	

PROJECT NAME	INSPECTION, INVESTIGATION, DESIGN AND MONITORING THE SUSPENSION AND RECONSTRUCTION OF THE DAMAGED SUSPENSION CABLES AND REPAIRS OF THE BRIDGE AND VIEWING DECK AT LOWEY NATIONAL BOTANICAL GARDEN IN MELBOURNE, VICTORIA, AUSTRALIA
PROJECT SITE	WINDERMERE NATIONAL HERBARIUM, DURBAN
CUSTOMER TITLE	WINDERMERE NATIONAL HERBARIUM, DURBAN
DISCIPLINE	STRUCTURAL ENGINEERING
CONTRACT NUMBER	

NOTES

GENERAL NOTES:

- THESE NOTES MUST BE READ IN CONJUNCTION WITH THE DRAWINGS AND PROJECT SPECIFICATIONS INCLUDING THE SANBI DIVERSITY FOR LIFE POLICY.
- THE CONTRACTOR MUST HAVE A QUALITY ASSURANCE SYSTEM FOR THE EXECUTION OF THE WORK. THE QUALITY ASSURANCE SYSTEM MUST BE SUBMITTED TO THE ENGINEER PRIOR TO THE START OF THE WORK. THE CONTRACTOR MUST PERFORM A QUALITY CONTROL INSPECTION BEFORE THE COMMENCEMENT OF CONSTRUCTION OF ANY PORTION OF THE WORK.
- THE CONTRACTOR SHALL CHECK ALL DIMENSIONS BEFORE THE COMMENCEMENT OF CONSTRUCTION OF ANY PORTION OF THE WORK. THE ENGINEER'S APPROVAL OF THE DIMENSIONS SHALL BE REPORTED TO THE ENGINEER.
- WORK TO BE DONE TO FIGURED DIMENSIONS ONLY.
- PRODUCT'S DIFFERENT TO THOSE SPECIFIED MAY ONLY BE USED WITH THE ENGINEER'S PRIOR WRITTEN APPROVAL.

FOUNDATION NOTES:

- EXCAVATIONS FOR FOUNDATIONS TO BE APPROVED BY THE ENGINEER BEFORE CONCRETE IS CAST.
- FOUNDATIONS TO BE BUILT ON FIRM, WELL COMPACTED SOIL.
- THE ENGINEER MAY ORDER PLATE LOAD TESTS TO BE DONE TO ASCERTAIN THE BEARING CAPACITY OF THE FOUNDATION.
- ASSIGNED SAFE BEARING CAPACITY OF FOUNDING MATERIAL: 75 kPa.

CONCRETE NOTES:

- ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH SABS 12000.
- CONCRETE CLAS TO BE AS FOLLOWS:
BLINDING
STANDARD REINFORCED CONCRETE
- THE CONTRACTOR MUST CO-ORDINATE ALL SERVICE DRAWINGS FOR DETAILS AND POSITIONS OF OPENINGS AND STEVES, ELECTRICAL, MECHANICAL AND OTHER SERVICES.
- THE CONCRETE COVER TO REINFORCING IS AS FOLLOWS:
FOUNDATIONS
SUPERCARBERS (FROM TOP) 30mm
- THE STRENGTH OF THE CONCRETE COVER BLOCKS SHALL EXCEED THE STRENGTH OF CONCRETE OF THE STRUCTURAL ELEMENT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREVENT THE FORMATION OF PLASTIC SHRINKAGE CRACKS IN NEWLY CAST CONCRETE.
- CONCRETE SHALL BE CURED TO AN APPROVED SPECIFICATION.
- NO BRICK WALLS MAY BE BUILT ON FLOOR SLAB BEAMS.
- ALL STRUCTURAL ELEMENTS SHALL BE REINFORCED BY THE ENGINEER.
- 25 x 35 CHAMFERS TO BE FORMED AT ALL EXPOSED CONCRETE CORNERS.
- 250 MILLION SPEC TO BE PLACED UNDER ALL SURFACE BEDS.
- ALL CABLELING AND EQUIPMENT IS IN ACCORDANCE TO HADGEE BRAND DISTRIBUTION ON FLOOR.
- ALL REINFORCING SHALL BE PROTECTED BY A MINIMUM OF 25mm PROTECTION. NO WELDING SHALL BE ALLOWED AFTER CORROSION PROTECTION HAS BEEN APPLIED.

CLIENT

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE
SANBI
Biodiversity for Life
South African National Biodiversity Institute
2 CUSSONIA AVENUE, BRUMMERIA
PRIVATIE BOK X101
SILVERSBURG
0184

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PRIVATIE BOK X101
SILVERSBURG
0184

REV. NO.	DATE	DESCRIPTION
R00	2023-03-09	ISSUED FOR TENDER.
REVISIONS		
PROJECT CONSULTANT		

PROJECT MANAGERS & PROJECT MANAGERS

PROJECT MANAGERS
& PROJECT MANAGERS
BUILDING 2, 1ST FLOOR, THORNHILL OFFICE PARK
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+27 11 043 1307

techinfo@projectmanagers.com

www.projectmanagers.com

B.T. N.S. M.N. N.S.

APPROVAL CONSULTANT

B. TSHUMBA

2023-03-09

THE MASTER SET OF THE PROJECT DRAWINGS SHALL BE THE ORIGINAL SIGNATURE OF APPROVAL.

PROJECT NAME

INSPECTION, INVESTIGATION, DESIGN AND MONITORING THE REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENDED NATIONAL BOTANICAL GARDEN IN NELSPRUIT, KAPUTLALANGA

PROJECT SITE

KWAZULU-NATAL HERBARIUM, DURBAN

SHEET TITLE

REINFORCEMENT LAYOUT AND DETAILS

DRAWING NAME

STRUCTURAL ENGINEERING

CONTRACT NUMBER

G9120/2022

FILE NUMBER

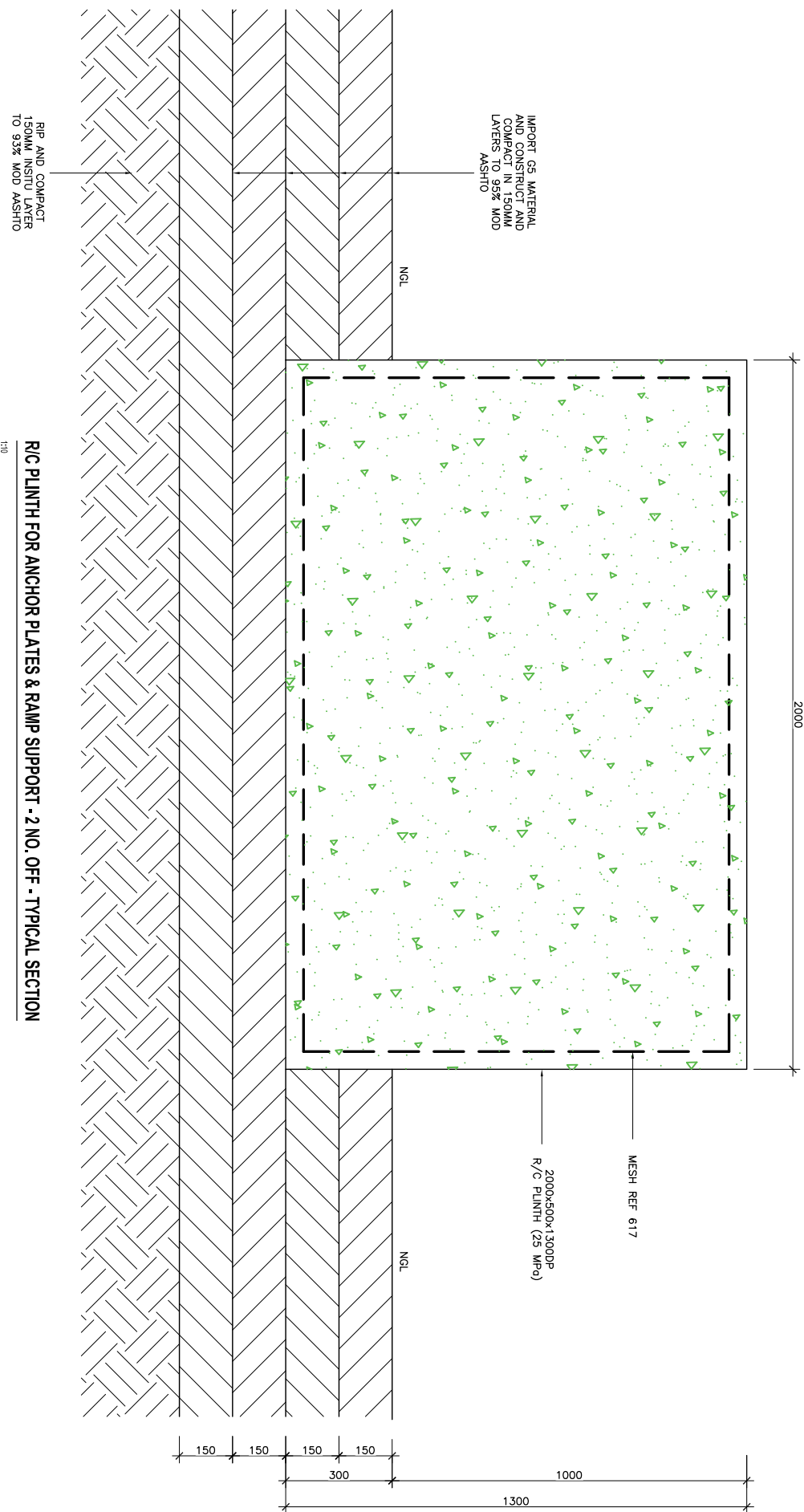
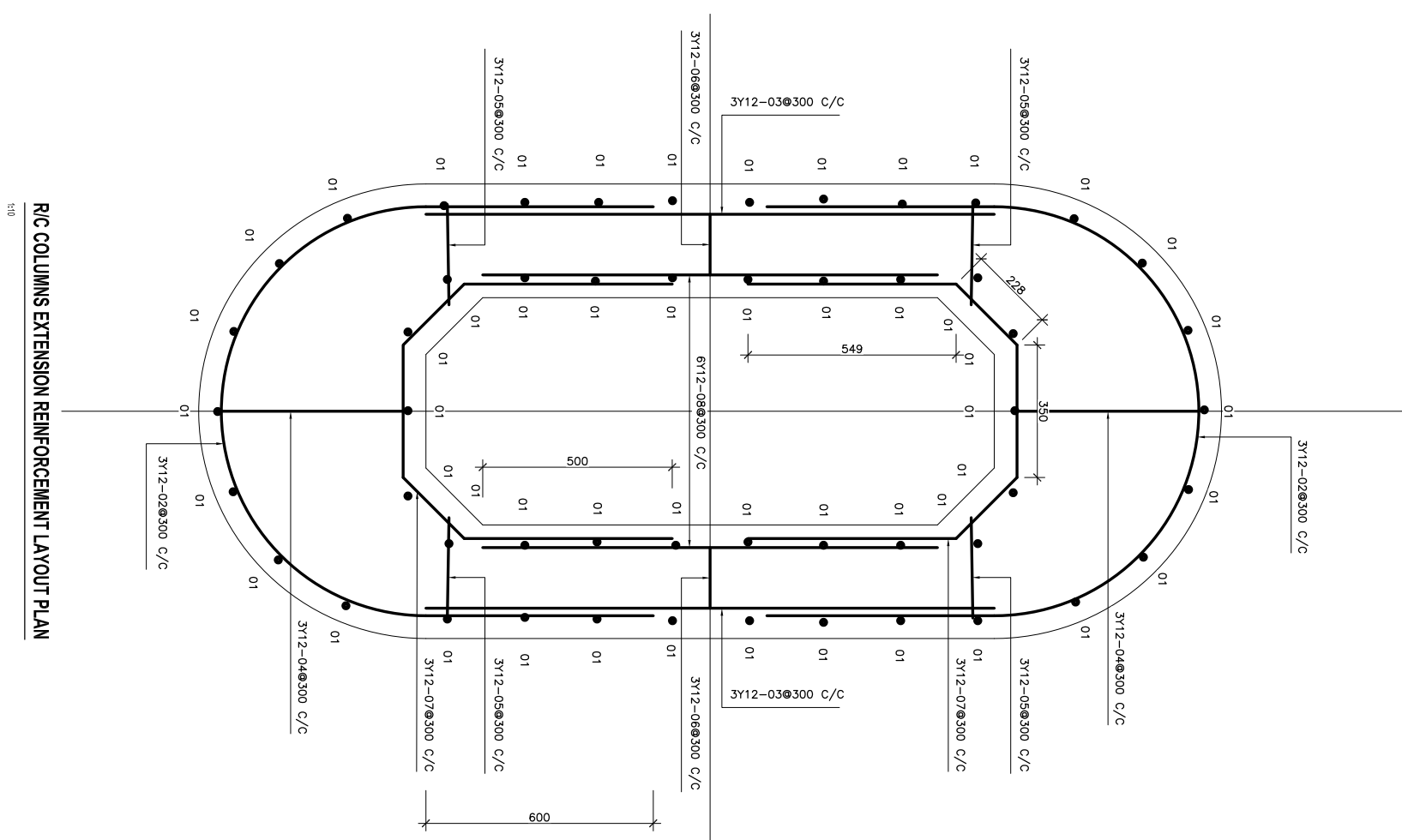
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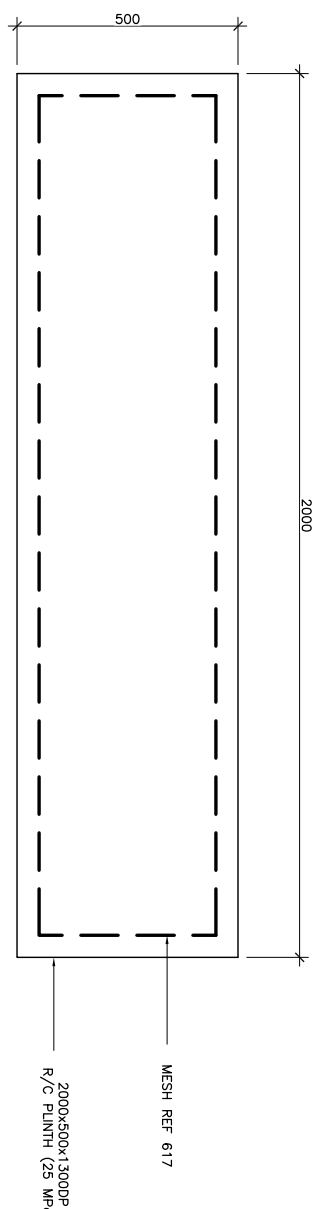
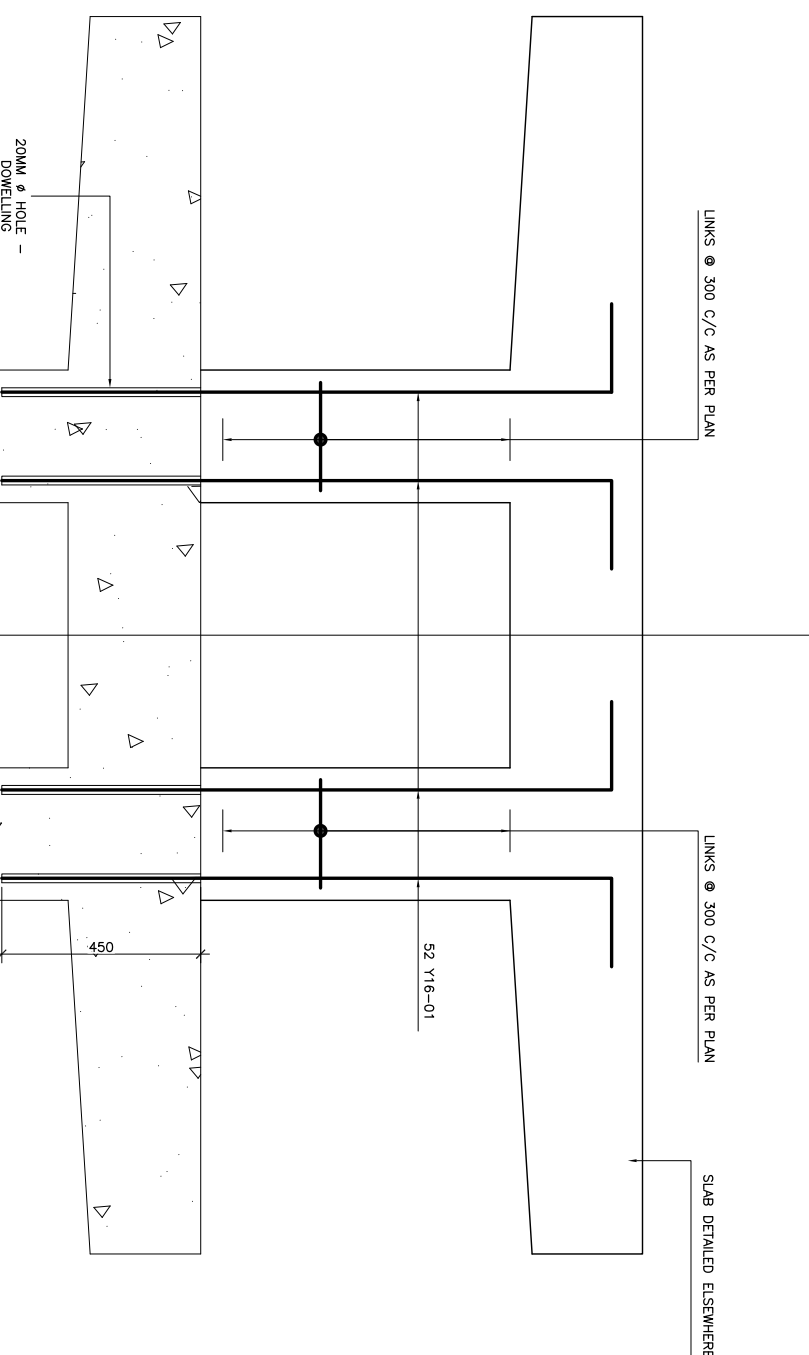
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ISSUED FOR TENDER

A1



RC PLINTH FOR ANCHOR PLATES & RAMP SUPPORT - 2 NO. OFF - TYPICAL SECTION



RC PLINTH FOR ANCHOR PLATES & RAMP SUPPORT - 2 NO. OFF - LAYOUT PLAN

SCHEDULE NO.:		BS01	PROJECT NUMBER:		ZA2023 2000 SANBI		SCHEDULED BY:		S. ZINJU			
REVISION:		RO0	DATE:		MARCH 2023		CHECKED BY:		B. TSHUMBA			
MEMBER	NO. OFF MARK	TYPE & SIZE	NO. OF BARS	LENGTH OF EACH BAR	TOTAL BARS	TOTAL LENGTH	SHAPE CODE	A (MM)	B (MM)	C (MM)	D (MM)	ER (MM)
BRIDGE R/C COLUMN EXTENSION	5	01	V16	62	1500	90	41080	37	200	1350		
	5	02	V12	6	2500	30	87000	89				
	5	03	V12	6	1500	30	45000	20	S1R			
	5	04	V12	6	500	30	15000	20	S1R			
	5	05	V12	6	275	30	8250	20	S1R			
	5	06	V12	6	200	30	6000	20	S1R			
	5	07	V12	6	1500	30	57000	99	S1R			
	5	08	V12	5	6000	25	150000	20	S1R			
	5	09	V12	5	2500	40	100000	35	2700			
	5	10	V12	8	2700	40	108000	62	1350			
R/C SLAB	5	11	V12	8	2700	40	108000	62	1350			
	5	12	V12	30	1700	150	255000	20	S1R			500
	5	13	V12	4	2800	20	68000	99				750
	5	14	V12	4	3350	20	67000	99				750
	5	15	V12	4	3875	20	78500	99				750
	5	16	V12	4	4850	20	93000	99				1150
	5	17	V12	4	5250	20	105000	99				1150
	5	18	V12	36	1300	180	234000	34	1200			1340
	5	19	V12	16	900	80	127000	34	800			
	5	20	V16	9	1000	81	81000	37	850			
VIEWING DECK PAD FOOTINGS	9	21	V12	6	900	54	48600	20	S1R			
	9	22	V12	3	3800	27	102600	80	900	900		
	9	23	V16	3	6000	27	162000	20	S1R			
	9	24	V12	3	8000	27	162000	20	S1R			

CONCRETE COVER = 60MM

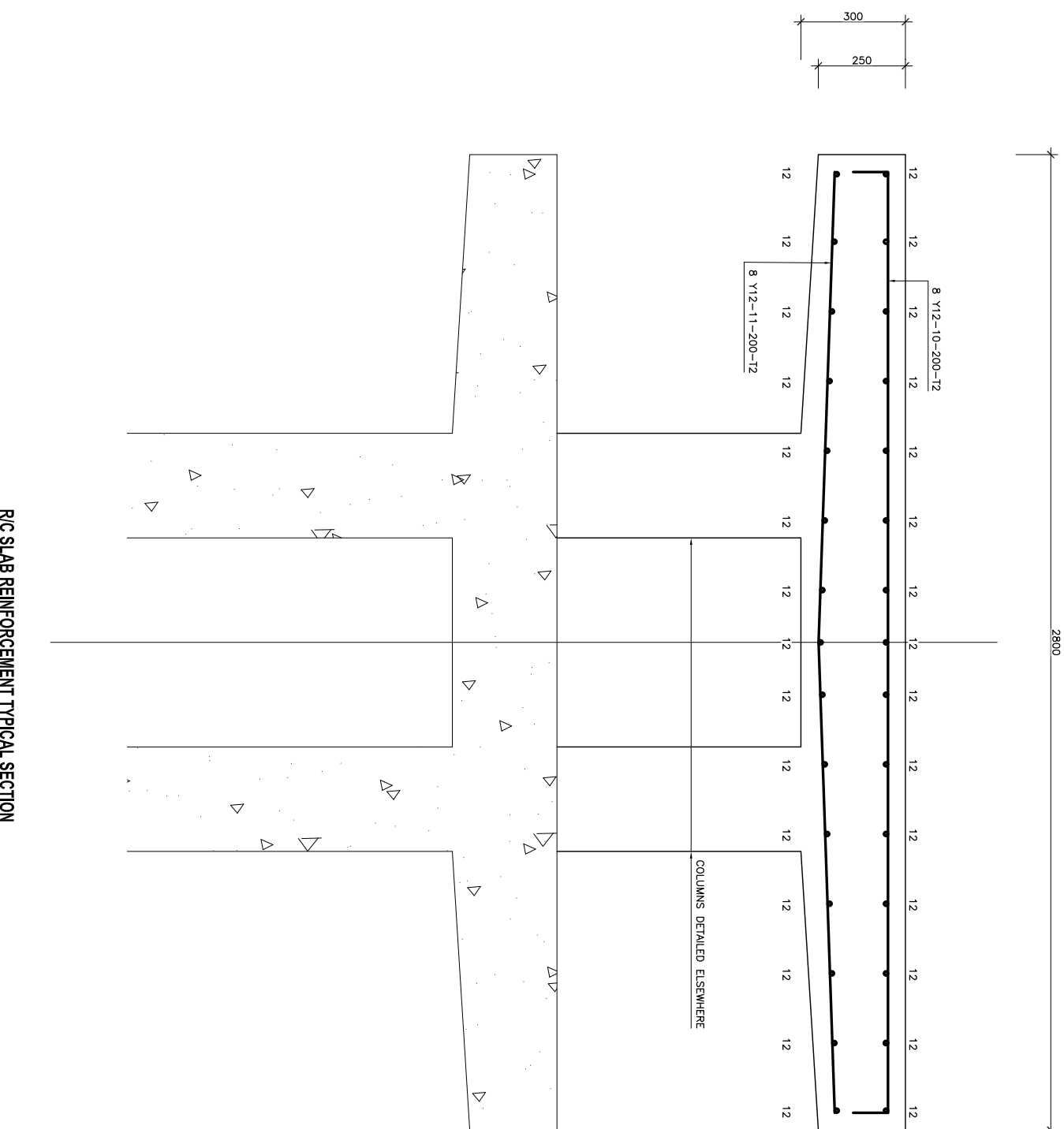
$f_{cu} = 30 \text{ MPa}$

$f_{yk} = 450 \text{ Mpa}$

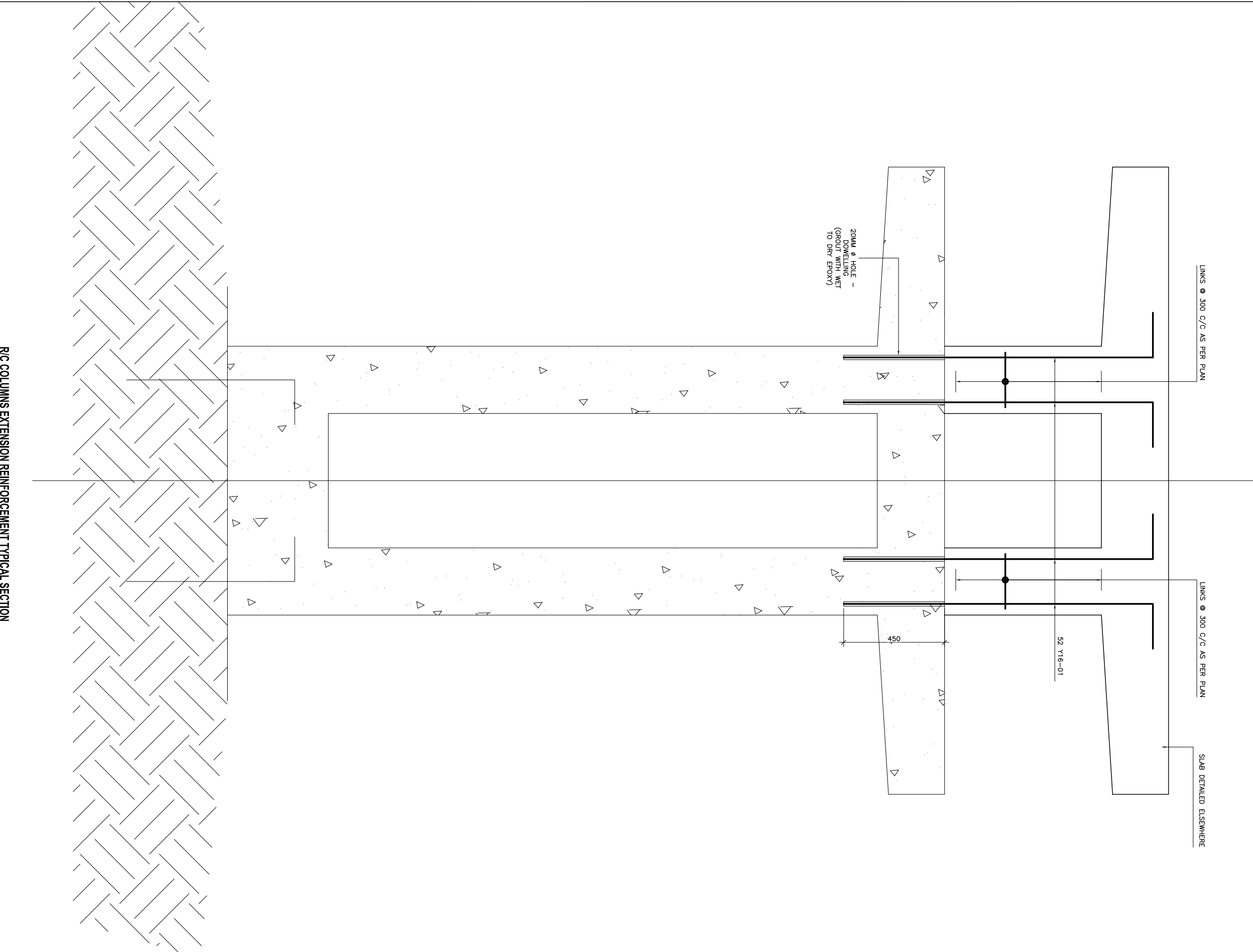
RIP AND COMPACT INSITU BOTTOM OF BASE TO 93% MOD AASHTO OR IMPORT 150MM GS LAYER AND COMPACT TO 95% MOD AASHTO (WHEN INSTRUCTED BY ENGINEER BEFORE BLINDING)

	kg/m	LENGTH	KG	TOWNES
R 6	0.385	0.00	0.00	0.00
V 16	0.385	0.00	0.00	0.00
V 12	0.882	1573.27	1367.27	1.57
V 16	1.56	243.00	382.56	0.38
Y 20	2.47	0.00	0.00	0.00
TOTAL			1.96	

RC SLAB REINFORCEMENT TYPICAL SECTION



RC COLUMNS EXTENSION REINFORCEMENT TYPICAL SECTION



NOTES

GENERAL NOTES:

- THESE NOTES MUST BE READ IN CONJUNCTION WITH THE DRAWINGS AND PROJECT SPECIFICATIONS INCLUDING THE SANBI DIVERSITY FOR LIFE POLICY AND THE SANBI BIODIVERSITY FOR LIFE POLICY.
- THE CONTRACTOR MUST HAVE A QUALITY ASSURANCE SYSTEM FOR THE EXECUTION OF THE WORK. THE QUALITY TO THE STAFF OF THE WORK. THE CONTRACTOR MUST PERFORM A QUALITY CONTROL INSPECTION BEFORE THE COMMENCEMENT OF CONSTRUCTION OF ANY PORTION OF THE WORK. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DEFECTS OR DEFICIENCIES.
- THE CONTRACTOR SHALL CHECK ALL DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION OF ANY PORTION OF THE WORK. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DEFECTS OR DEFICIENCIES.
- WORK TO BE DONE TO FINISHED DIMENSIONS ONLY.
- PRODUCTS DIFFERENT TO THOSE SPECIFIED MAY ONLY BE USED WITH THE ENGINEER'S PRIOR WRITTEN APPROVAL.

FOUNDATION NOTES:

- EXCAVATIONS FOR FOUNDATIONS TO BE APPROVED BY THE ENGINEER BEFORE CONCRETE IS CAST.
- FOUNDATIONS TO BE BUILT ON FIRM, WELL COMPACTED SOIL.
- THE ENGINEER MAY ORDER PLATE LOAD TESTS TO BE DONE TO ASCERTAIN THE BEARING CAPACITY OF THE FOUNDATION ASSIGNED DUE TO THE BEARING CAPACITY OF THE FOUNDATION.
- ASSIGNED DUE TO THE BEARING CAPACITY OF THE FOUNDATION.

CONCRETE NOTES:

- ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH SABS 12000.
- CONCRETE CLASS TO BE AS FOLLOWS:
- BLINDING
- STANDARD REINFORCED CONCRETE

- THE CONTRACTOR MUST CO-ORDINATE ALL SERVICE DRAWINGS FOR DETAILS AND POSITIONS OF OPENINGS AND STEVES ELECTRICAL, MECHANICAL AND OTHER SERVICES.
- THE CONCRETE COVER TO REINFORCING IS AS FOLLOWS:
- FOUNDATIONS
- SUPACRETE (MIN 100) 30mm

- THE STRENGTH OF THE CONCRETE COVER BLOCKS SHALL EXCEED THE STRENGTH OF THE CONCRETE OF THE STRUCTURAL ELEMENTS TO WHICH THEY ARE APPLIED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREVENT THE FORMATION OF PLASTIC SHRINKAGE CRACKS IN NEWLY CAST CONCRETE.
- CONCRETE SHALL BE CURED TO AN APPROVED SPECIFICATION FOR DETAILS AND POSITIONS OF OPENINGS AND STEVES.

- NO BRICK WALLS MAY BE BUILT ON FLOOR SLABS, BEAMS, WALLS, STEPS, OR OTHER STRUCTURAL ELEMENTS.
- ALL WALLS SHALL BE BUILT ON FLOOR SLABS, BEAMS, WALLS, STEPS, OR OTHER STRUCTURAL ELEMENTS.
- 25 x 35 CHAIRS TO BE FORMED AT ALL EXPOSED CONCRETE CORNERS.

- 250 MICRON DPC TO BE PLACED UNDER ALL SURFACE BEDS.
- ALL CABLEING AND EQUIPMENT IS IN ACCORDANCE TO HIGHER RISK DISTRIBUTION ON PLACED.
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- PROTECTION HAS BEEN APPLIED.

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SANDHURST
2194

PROJECT CONSULTANT
PROJECT MANAGERS
BUILDING 2, 1ST FLOOR, THORNTON OFFICE PARK
94 BEKKER ROAD, MIDRAND, 1685

PROJECT SITE
KWAZULU-NATAL HERBARIUM, DURBAN

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APPROVAL CONSULTANT
B. TSHUJWA

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CONCRETE NOTES:

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PROJECT SITE
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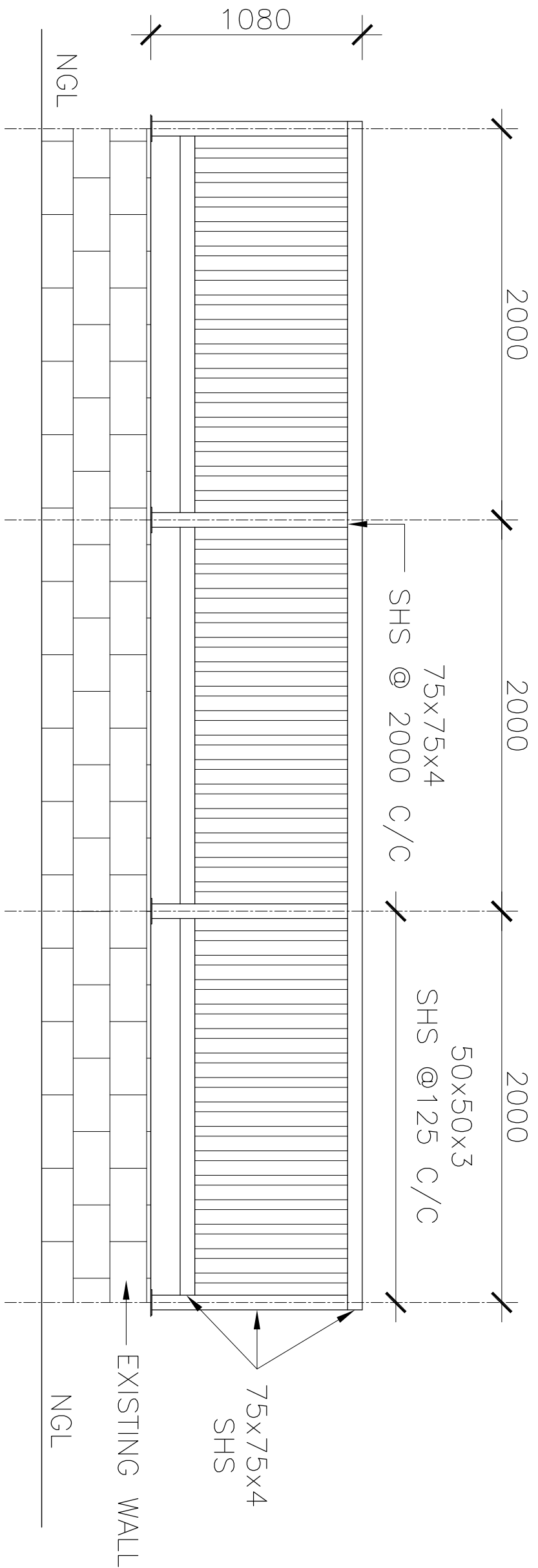
APPROVAL CONSULTANT
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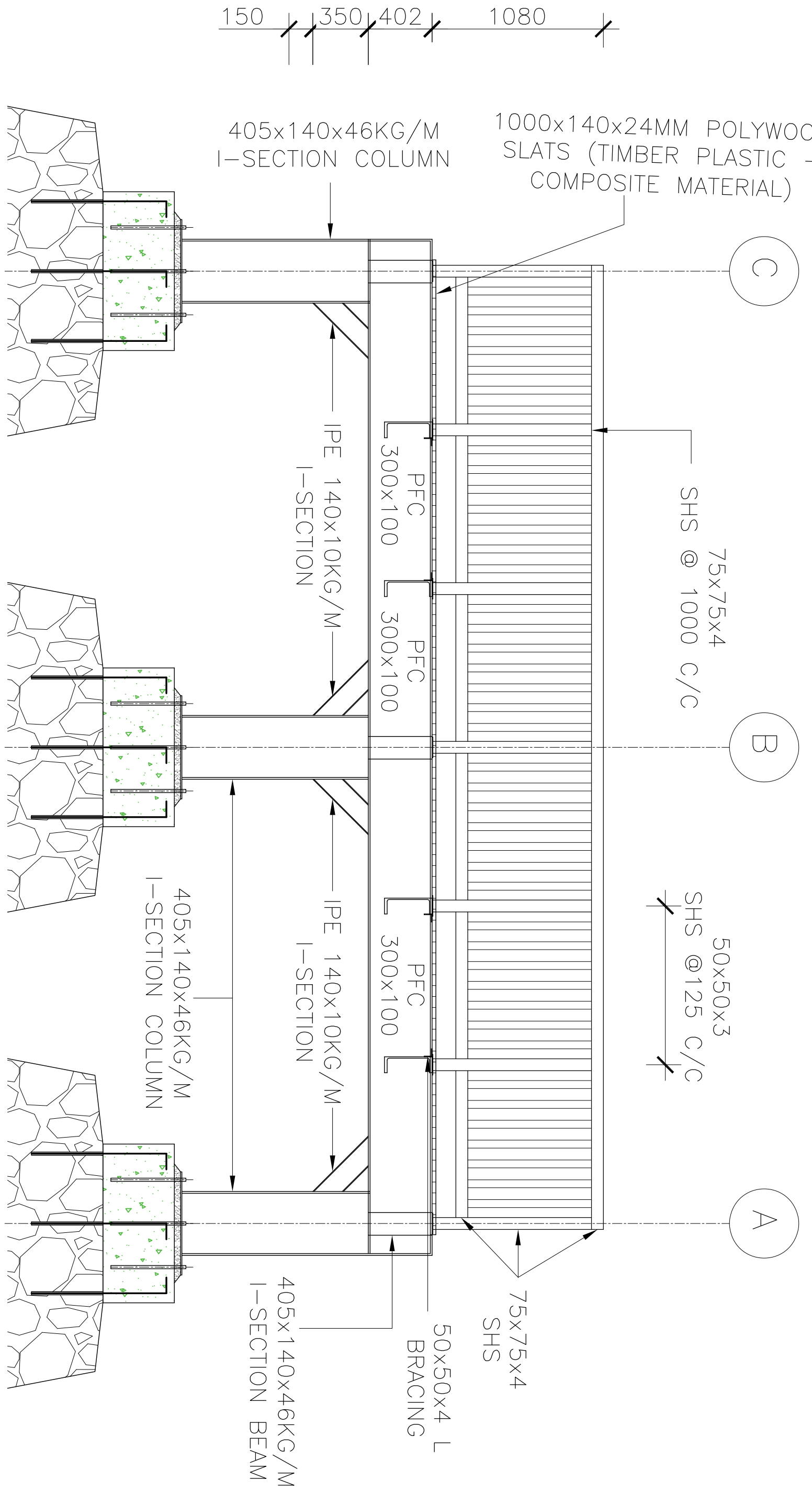
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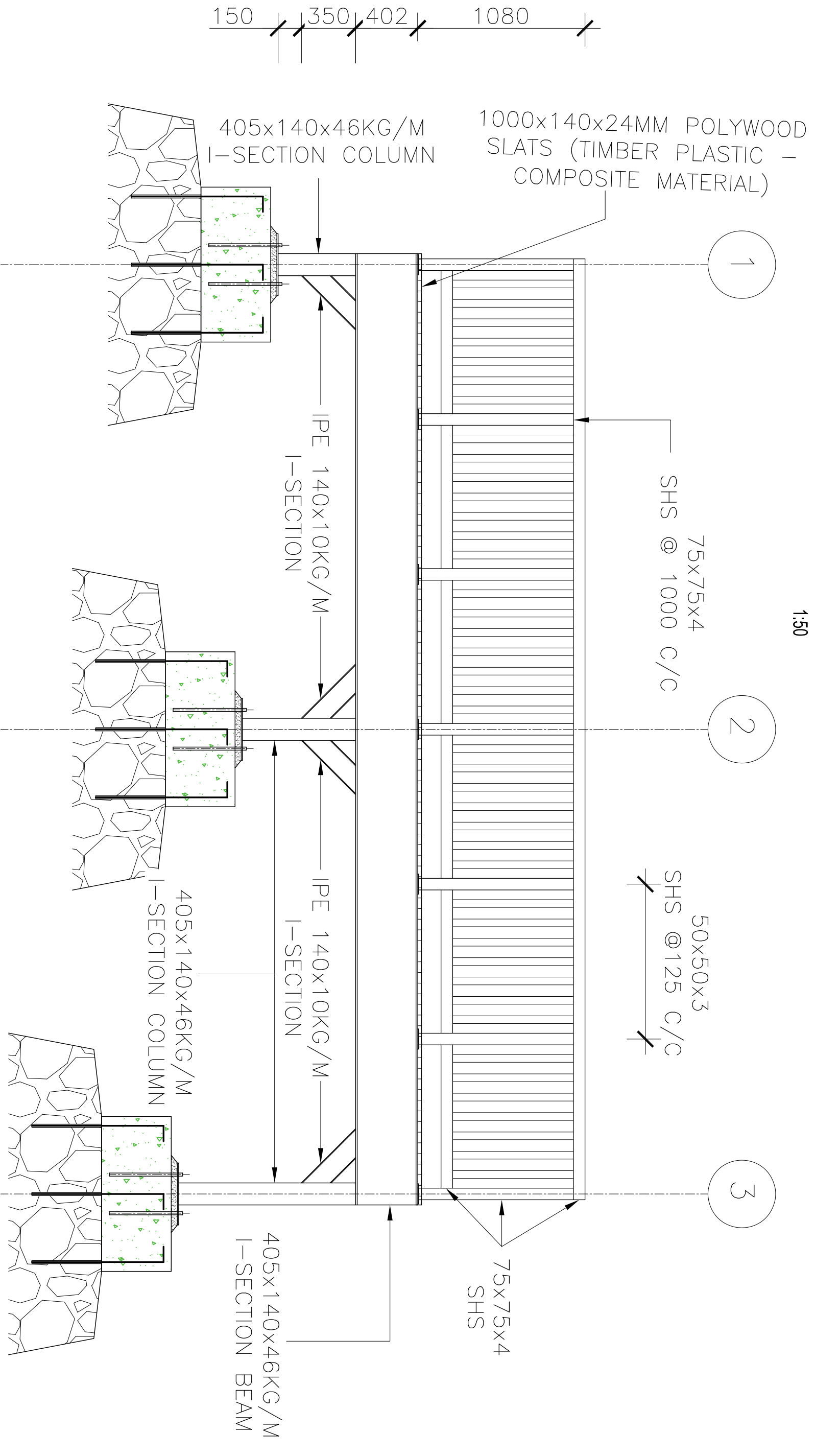
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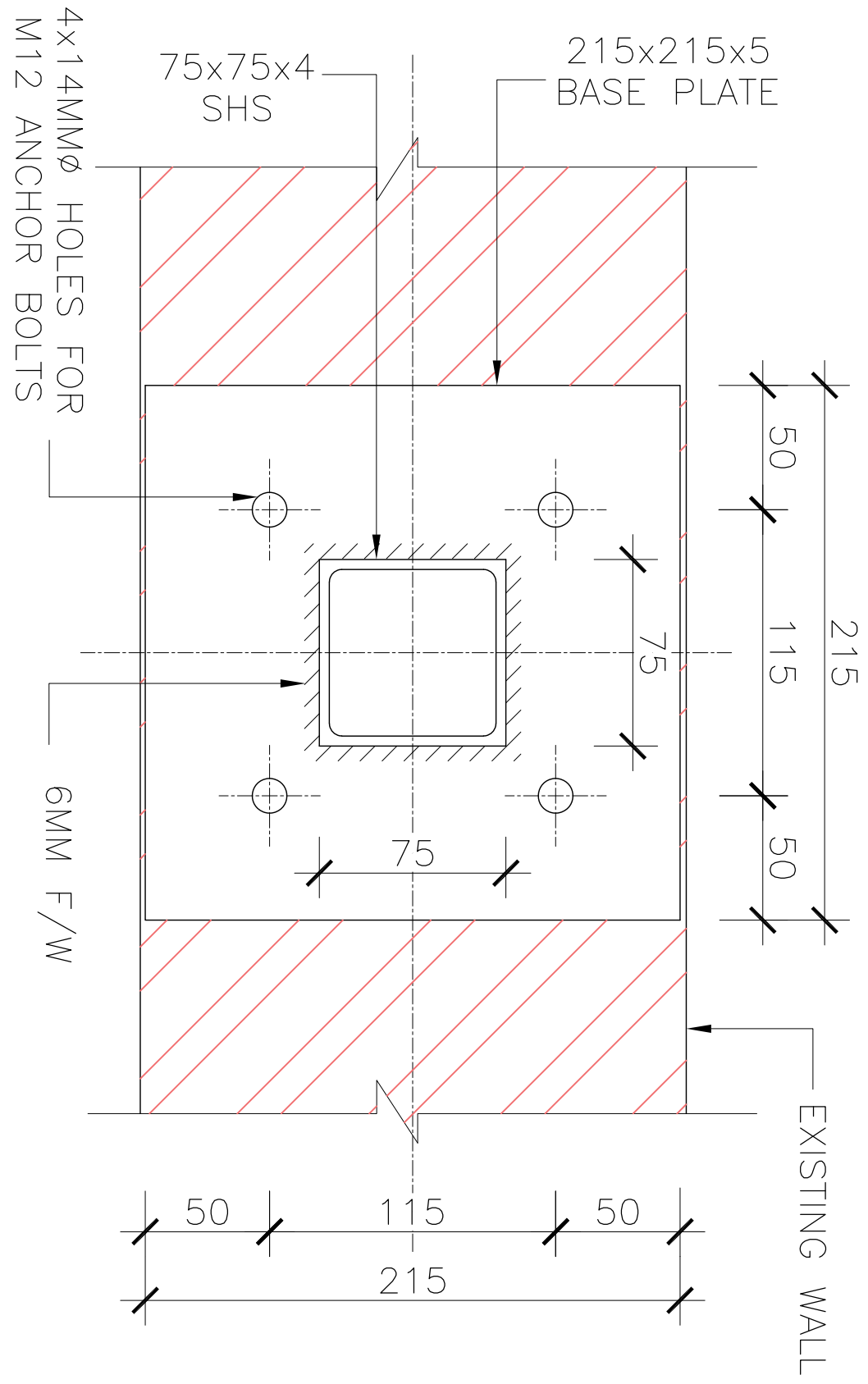
TYPICAL BALUSTRADE TO EXISTING WALL ELEVATION



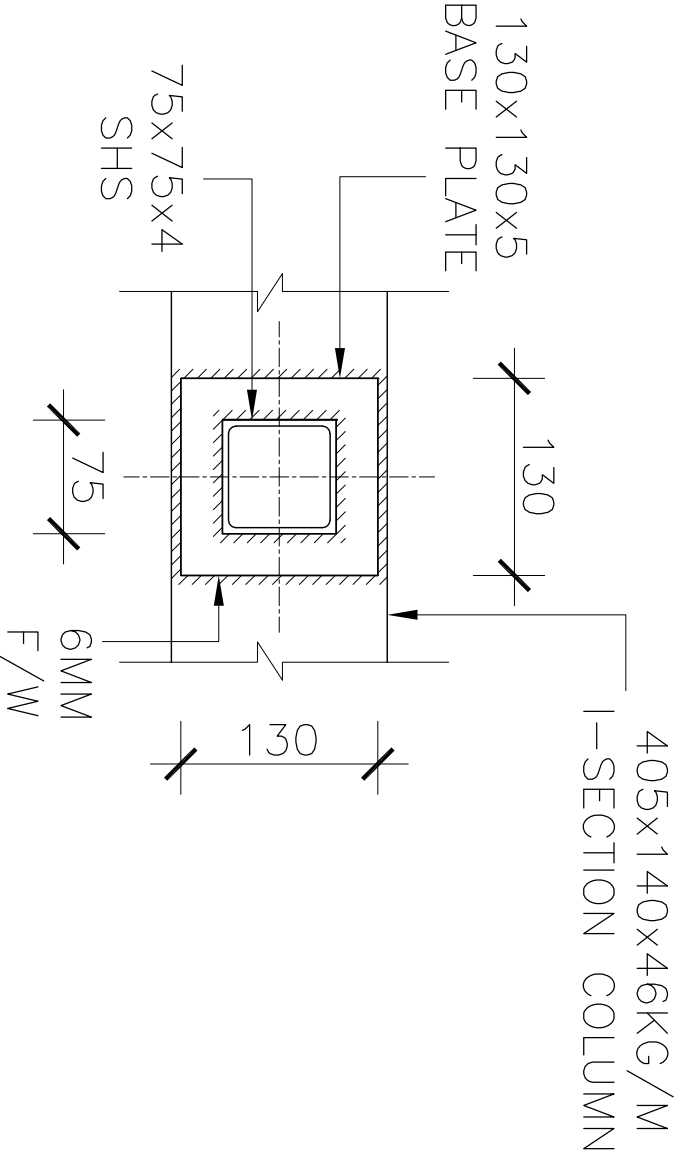
SECTION E-E



SECTION D-D



BALUSTRADE TO EXISTING WALL FIXING DETAIL



VIEWING DECK BALUSTRADE COLUMN FIXING DETAIL

ISSUED FOR TENDER

Appendix B: Health and Safety Specification

REPAIRS AND RECONSTRUCTION OF THE DAMAGED SUSPENSION PEDESTRIAN BRIDGE AND
VIEWING DECK AT LOWVELD NATIONAL BOTANICAL GARDEN IN NELSPRUIT, MPUMALANGA

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END OF SECTION

OCCUPATIONAL HEALTH AND SAFETY

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined

as: “Any work in connection

with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.

2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before

entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works - a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.
- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.
- 2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3 INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993” which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor’s health and safety plan.

- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

- c) A Section 37(2) agreement shall be entered into and duly signed by both the

Principal

Contractor and Sub Contractor prior to commencement with work by Sub Contractor. A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.

- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address
3. Construction period
4. Name and details of employer -telephone, fax, address
5. Name and details of consultants -telephone, fax, address
6. Name and details of principal contractor-telephone, fax, address
7. Name and details of sub-contractors-telephone, fax, address
8. Company's policy towards health & safety
9. Company's policy towards drug and alcohol abuse
10. Company's policy towards disciplinary procedures
11. Company's policy towards environment.
12. Workmen compensation - number and expire date
13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works - describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site - tools, construction vehicles, mobile plant.
28. Company's approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuge removal)
29. Company's approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies
31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed

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35. Lock - out procedures
 36. Public safety, hoarding and fencing
 37. Risk assessment methods
 38. Company's monitoring plan
 39. Company's review plan.
 40. Identification of risks and hazards
 41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors)
 42. Registers to be completed by appointed employees (Checklists)
 43. List of training material to be used for educational purposes of construction workers(Induction, Fire fighting, First Aid, etc.)
 44. List of safe work procedures to be explained to workers.
 45. Company's Policy on
 - House Keeping
 - Stacking and storage on sites
 - Construction welfare facilities
 - Explosive power tools
 - Ladders
 - Welding flame cutting and soldering
 - Electrical installations and machinery
 - Boatswain chairs
 - Suspended platforms
 - Material hoists/ Builders
 - hoist Batch plants
 - Water Environments
 46. List of plans to be used:
 - Fall protection plan
 - Tunnelling plan
 - Pile driving plan
 - Steel assembling and placing
 - plan Emergency/evacuation
 - plan Demolition plan
 - Scaffold erection procedures
 - plan Erection of structural
 - steel plan Electrical
 - installations plan. Excavation
 - plan
 - Form work and support work plan
 - Material Hoist rules
 - Lifting machines and tackle rules
 - Rules on Construction vehicle and mobile plant procedures
 - Rules on mobile and tower cranes
 - Fire precautions on the construction site
 - Rules on Hazardous chemicals on the site, storage and use
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Rules on storage and use of Flammable liquids and substances on site
Rules on compressed gas cylinders
Rules on handtools
Rules on portable electrical equipment

List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Dealing with existing structures
 - Location of existing services
 - Installation and maintenance of temporary construction electrical supply, lighting and equipment
 - Adjacent land uses/surrounding property exposures
 - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
 - Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
 - Exposure to noise
 - Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw

- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench

- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances

- Loading and offloading of trucks

- Aggregate/sand and other materials delivery
- Manual and mechanical handling
 - Lifting and lowering operations

- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant

- Use and storage of flammable liquids and other hazardous substances

- Layering and bedding

- Installation of pipes in trenches

- Pressure testing of pipelines

- Backfilling of trenches

- Protection against flooding

- Gabion work

- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Employer to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of a H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Employer, Employer Agent or Principal Contractor.

- 4.3 Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

- 4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors. (Terms and definitions in the following paragraphs are explained elsewhere in this specification)

- 4.4.1 The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the tender and before commencement of any work on the construction site. (Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health

and Safety plan are approved by the employer or the Health and Safety agent.

A prior Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Employer, Agent or any Inspector.

All appointed workers shall have a proof of competency attached to the letter of appointment. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

- 4.4.2 During the construction period the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere.
Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

- 4.4.3 Should the Contractor at any stage in execution of the Works
- a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor AT HIS/HER OWN COSTS from executing construction work.

- 4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

- 4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Employer.

5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations - February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)

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- A3 Copy of Notification of Construction work to the Department of Labour
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses
- A5 Health and Safety Specifications provided by the employer
- A6 Copy of all Drawings - Schematics, Detail Drawings, As-Build Drawings etc.
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy - To be signed by the Chief Executive Officer of the Company.
- A9 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of Specialists (Refer to a Specialist Company)

- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator

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- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in firefighting awareness)
- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid

awareness) A11 List of Contractors (Sub-Contractors)

A12 Evacuation plan

A13 The contents of all Training Material used on sited - eg.
Accredited and non-accredited training
Toolbox talks
And all training records signed by workers

- A14 Risk Assessments - All Risk Assessments done before and during the Construction period
- A15 Registers as required
- A16 Safe Work Procedures and material safety data sheets
- A17 Fall protection plan
- A18 Incident recording forms
- A19 Medical records
- A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

6 NOTIFICATION OF CONSTRUCTION WORK - REG 3 OF THE CONSTRUCTION REGULATION -
FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a “Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993” which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial
Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

7 CONTRACTOR’S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor’s SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep’s authority to act for the Contractor. The Contractor’s SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor’s

employees, or other persons at the Works.

8 SUPERVISION OF CONSTRUCTION WORK - REGULATION 6

The appointed Project Manager (Reg.16(2)) of the Principal Contractor shall appoint a full- time employee (Reg 6(1)) in writing as the construction supervisor. An assistant Construction Supervisor (Reg 6(2)) may also be appointed where required.

The same procedure applies to the Sub Contractors.

9 RISK ASSESSMENT - REGULATION 7

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan. The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

10 LOCAL SERVICES

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file. Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

11 SAFE WORKING LOADS

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

12 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

13 CONSTRUCTION VEHICLES AND MOBILE PLANT - REGULATION 21

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and Psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles - 9kg dry powder Fire Extinguisher
- b) Safety belts and harnesses
- c) Inspection for leaking fuel or gasses which can cause a fire hazard
- d) Safe and suitable means of access
- e) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 - where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an

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- output of at least 100Watt on roof or other visible position
 - vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
 - viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
 - ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protections must consist of adequate edge protection eg. guard rails and /or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and /or material shall be transported in the same compartment as the operators / drivers / employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant

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8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
 9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

14 SIGNS AND NOTICES

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the

site: Traffic control signs- ROAD CLOSE

DETOUR

DIRECTION ARROWS

Warning signs-

DANGER - MEN AT WORK

Prohibitory signs-

NO ENTRY

Fire -

POSITION OF EQUIPMENT ARROWS

First Aid -

INFORMATION SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving. Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day. Prohibited area - TR208

Men at work - TW 336

15 EXCAVATION WORK - REGULATION 11

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:

- Depth of the excavation
- Length of the excavation
- Existing services
- Barricading and demarcation

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work. Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.

Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where / when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

16 BARRICADING AND DEMARCATION

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Dayglo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

17 LADDERS

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person. Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (Wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 meters to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never

be used. Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

18 CONCRETE MIXERS - REGULATION 18

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person. A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

19 SCAFFOLDING - REGULATION 14

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

20 HOUSE KEEPING AND CONSTRUCTION SITES - REGULATION 25

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

21 STACKING AND STORAGE ON CONSTRUCTION SITES - REGULATION 26

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas. All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

22 FALL PROTECTION - REGULATION 8

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and Psychological fitness necessary to work at elevated heights.

- Safety Harness:

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of

more than “a person’s height”.

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

It is the contractor’s responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- Identify Risks:

Lanyards must be used to attach tools and equipment used in elevated positions. Scaffolding where possible must be provided.

On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

23 STRUCTURES - REGULATION 9

1. A contractor shall ensure that-

(i) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:

and

(ii) no structure or part of a structure is loaded in a manner which would render it unsafe.

2. The designer of a structure shall-
- a) before the contractor is put out to tender, make available to the employer all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
 - (i) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
 - (iii) a geo-science technical report where appropriate;
 - (iv) the loading of the structure is designed to withstand; and
 - (v) the methods and sequence of construction process;
 - b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - (i) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (ii) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - d) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and

- e) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- f) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, employer, health and safety agent or employee.
- g) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- h) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

24 FORMWORK & SUPPORT WORK - REGULATION 10

A competent person shall be appointed in writing to supervise all formwork and support work. The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, employer, safety agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load

-
3. After placement of concrete or any other imposed load
 4. On a daily basis after placement of concrete until the structure is removed.
 5. Ensure that concrete gains sufficient strength before the support work is removed.
 - o Record must be kept of these inspections.
 - o Weakened formwork or support work must be immediately reinforced.
 - o Deck panels must be secured against displacement.
 - o Persons must be prevented from slipping on support work.
 - o Persons must not be affected by the use of solvents or any other similar substances.
 - o Safe access must be provided for all support work.
 - o Employees involved must be adequately trained and instructed to perform the work in a safe manner.
 - o Foundations of formwork must be adequate to sustain the applied load.

25 FIRST AID

25.1 SafetyNoticeBoard

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

25.2 FirstAidEquipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

25.4 ReportingofIncidentsand/orInjuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

26 FIRE PRECAUTIONS ON CONSTRUCTION SITES - REGULATION 27

A register shall be kept on all Acetylene and Oxygen cylinders used on the site. Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners. Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

27 CONSTRUCTION WELFARE FACILITIES - REGULATION 28

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site. Cleaning of buckets

shall be arranged with the City Council. Where applicable chemical toilets shall be provided.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

28 TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

29 HAZARDOUS CHEMICALS AND MATERIALS

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

30 COMMISSIONING SAFETY PRECAUTIONS

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

31 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES - REGULATION 22

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person.

The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the employer's authorized Electrician. The incoming electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

32 REGISTERS REQUIRED ON SITE

PPE - Personal Protective Clothing and Equipment issued

MACHINERY

- Daily Checklist - Compaction Machinery - Bowmag
- Daily Checklist - Compaction Machinery - Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist - Tractors
- Daily Checklist - Compaction Machinery - Tipper

-
- Daily Checklist - Compaction Machinery - Excavator
 - Daily Construction Vehicle Pre-ignition Checklist - TLB
 - Daily Checklist - Compaction Machinery - Material Handler
 - Daily Checklist - Compaction Machinery - Water Lorry
 - Daily Checklist - Compaction Machinery - Bowmag
 - Daily Checklist - Compaction Machinery - Mini Excavator
 - Daily Checklist - Compaction Machinery - Bobcat
 - Daily Checklist - Compaction Machinery - Concrete Mixer
 - Operators on Construction Vehicles and Mobile Plant
 - Training and Fitness Register

EQUIPMENT

- Ladder Inspection Register
- Scaffold Inspection Register
- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

HOUSE KEEPING

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register - Mobile Ablutions and Eating areas

INCIDENTS

- Incident Register (Injury/ occupational disease record book
Recording and investigation of incidents)
- Motor Vehicle Accident Report

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

FIRST AID

-
- First Aid Box and Equipment Checklist
 - Register of Trained Employees in Basic First Aid
 - First Aid Awareness Attendance Training Register

TRAINING

- Induction Training Attendance Registers
- Risk Assessment Communication Registers

PERMITS

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

INSPECTIONS

- SHE Coordinator Inspection Register - Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

33 SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE

- Stacking of material
- Working with angle grinders
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

34 WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE

- Induction Training (Workplace awareness - Site specific)
 - Training of operators on Construction Vehicles and Mobile Plant
 - First Awareness
 - Fire Fighting Awareness
 - Toolbox talks on Hand Tools
-

-
- Toolbox talks on Machine Guarding
 - Toolbox talks on Hand Tool Accidents
 - Toolbox talks on Ten Commandments of Safety
 - Toolbox talks on Fire prevention
 - Toolbox talks on lifting materials by hand
 - Toolbox talks on safe loading
 - HIV Training Unit 1 - The Nature of HIV / Aids
 - HIV Training Unit 2 - Transmission of the HI virus
 - HIV Training Unit 3 - HIV / AIDS preventative measures
 - HIV Training Unit 4 - Voluntary HIV / AIDS counselling and testing
 - HIV Training Unit 5 - Living with HIV / AIDS
 - HIV Training Unit 6 - Treatment options for people with HIV / AIDS
 - HIV Training Unit 7 - The rights and responsibilities for workers in the workplace with regard to HIV / AIDS
 - Toolbox talks on Environmental influences

35 TRAINING COURSES TO BE PRESENTED

PHASE 1

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV / Aids
- Toolbox talks on Environmental Awareness

PHASE 2

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV / AIDS preventative measures
- HIV Training Unit 4 - Voluntary HIV / AIDS counselling and testing
- HIV Training Unit 5 - Living with HIV / AIDS
- HIV Training Unit 6 - Treatment options for people with HIV / AIDS

-
- HIV Training Unit 7 - The rights and responsibilities for workers in the workplace with regard to HIV / AIDS
 - Toolbox talks on Environmental Awareness

36 EQUIPMENT ON SITE First Aid Kit (basic) Fire Extinguishers

37 PERSONAL PROTECTIVE CLOTHING

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

37.1 HardHats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

37.2 EyeProtection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy- acetylene equipment or similar activities are taking place.

37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

37.4 FootWear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals. Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding / gas welding

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

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of
..... 20.....

For and on behalf of the Contractor:

_____ Print Name: _____

AS WITNESSES:

1. _____ 2. _____

Print Name: _____

Print Name: _____

For and on behalf of the Employer:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____

MANDATORY NOTIFICATION OF CONSTRUCTION WORK IN TERMS OF
REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour prior to commencement of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority prior to commencement with the Works.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/ Managing Member of cc

Name:

ID No.

Postal Address:

Tel No.

Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No.

Cell phone No.

D. Particulars of Contractor’s sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

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

Co-ordinates (if available)

Latitude (S).....

Longitude (E).....

F. Nature of the construction work:

.....

.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.

J. Planned number of Sub-Contractors on the construction site accountable to
Principal Contractor:

.....

.....

Name(s) of Sub-Contractors.

.....

.....

.....

K. Particulars of Employer (client)

Name:

Postal Address:

.....

.....

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.....

L. Particulars of Design Engineer

Name:

Postal Address:

.....

Tel No. Cell phone No.

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

INFORMATION TO BE SUPPLIED BY THE TENDERER

This following form shall be completed by the

Tenderer. A Particulars of WCF

Compensation Fund Registration No.

.....

Expiring Date

- B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No.

Cell phone No.

- C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

- D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....No.....

E Particulars of Fire Fighter

Name:

ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production n days	Costs involved
1				
2				
3				
4				
5				
6				
7				

- Section 14 of the Occupational Health and Safety, (OHS) Act obliges employees to take reasonable care for health and safety of him- or herself and others who may be affected by their acts or omissions. This obliges employees to comply with any duty or requirement imposed by the employer or any other person by OHS Act to co-operate with the employer or person to enable that duty or requirement to be performed or complied with. Employees are also required by OHS Act to carry out lawful orders and obey the health and safety rules and procedures laid down by his employer or by anyone authorized by his employer in the interest of health and safety
- Principal contractor shall therefore do the following:
 - Include Covid Management as part of the SHE Plan
 - Covid19 Management to be in compliance to the latest Covid19 regulations as issued by the government.
 - All employees and non-employees to be screened with non-contact thermometers.
- Take body temperature of anybody stepping on or stepping off site Should the body temperature be above 37 degrees Celsius, the employee will be asked to return home for self-isolation or will be referred to a clinic or testing centre close to them.
- All employees and support staff will be provided with the standard PPE in regulation with the COVID-19 pandemic 3ply cloth masks, face- shields, gloves etc.
- No employees or visitors shall be allowed access to site should they not be wearing their face masks
- Reduction of visitors to be implemented on site
- Tools to be sanitized frequently
- Sanitizers to be placed at the entrance and in common areas.
- Monitor site access points to enable social distancing (at least 1.5M apart)
Risk Register to include Management of covid19 on sites

END OF SECTION