



SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: SANBI: NZG397/2021

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN

PROCUREMENT DOCUMENT

AUGUST 2021

Issued by:

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PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NGZ397/2021

Advertising date:	27 August 2021	Closing date:	22 September 2021
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:
REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING
AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN

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

Tender documents will be available from **27 August 2021** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "opportunities").

SANBI is committed to the health and safety of all bidders and staff members, and reducing the spread of COVID-19. As a result, an **OPTIONAL** site inspection will be conducted. Bidders interested in viewing the proposed site must notify SANBI Supply Chain Management via email. Bidders will be allowed to view the site in managed groups. No technical queries will be addressed during site inspections. Technical queries must be directed via email to SANBI Supply Chain Management. Responses to queries will be posted on the SANBI website.

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

SANBI Representative (Technical Queries Only)	Mr Thakgalang Nakana Triviron Project Management (Pty) Ltd pmadmin@triviron.co.za	Mr Daniel Masemola SANBI D.Masemola@sanbi.org.za
SANBI SCM Representative	sanbi.tenders@sanbi.org.za	

The closing time and date for the receipt of tenders is **11:00 on 22 September 2021**.

The tenders will be opened in public if required (please note that the two-envelope system is being followed).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
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T1.2 Tender Data

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

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

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

Clause number	Tender Data
C.1.1.1	The Employer is: The South African National Biodiversity Institute Biodiversity Centre 2 Cussonia Avenue Brummeria Pretoria 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 Part T2: Returnable documents T2.1 - List of returnable documents

Clause number	Tender Data
	PART C: THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health & Safety Agreement 37(2) Part C2: Pricing Data C2.1 - Pricing Instructions C2.2 - Bill of Quantities Part C3: Scope of Works C3.1 - Description of the works C3.2 - Design and Construction C3.3 - Drawings Part C4: Site Information C4.1 - General site information C4.2 - Annexure B: Occupational Health and Safety Specification for Contractors who are on Contract with SANBI
C.1.4	The employer's agent is: Triviron Project Management (Pty) Ltd Contact Person: Mr Thakgalang Nakana Tel: 011 318 8393 Fax: 086 586 9301 E-mail: pmadmin@triviron.co.za
C.1.6.1	Contract will be awarded to the tenderer who achieved the highest number of evaluation points.
C.1.6.2	A competitive negotiation procedure will not be followed.
C.1.6.3	A two stage-system will be followed.
C.2.1	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 CE class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:

Clause number	Tender Data
	1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4CE 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 4CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (b) National Treasury Central Supplier Database A copy of the Central Suppliers Database (CSD) registration report or registration number.
C.2.6	Failure to apply instructions contained in the 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.
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: Financial: 1 (one) original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and

Clause number	Tender Data
	- Technical: 1 (one) copy excluding Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bill of Quantities, Priced local content declaration and annexures 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: Failure to submit one printed document pack with pricing in one envelope, and a document pack without pricing on a memory stick will lead to your bid being disqualified. INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE COPY WILL LEAD TO THE BID BEING DISQUALIFIED. The original document will be placed in one envelope and the one copy 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 e-mailed 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: Reception Area, Pretoria National Zoological Garden, 232 Boom Street, Pretoria, Gauteng Province Identification details: Tender number: SANBI: NZG397/2021 Title of Tender: REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
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.

Clause number	Tender Data
C2.16.3	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: (1) withdraws his tender; (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 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	Any additional information requested under this clause must be provided within 5 working days of the date of request. 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 tenderers
C.2.23	The tenderer is required to submit with his tender the following documents. Failure to include the following documents <u>WILL</u> result in the bid being disqualified: 1) A copy of the Central Suppliers Database (CSD) registration report or registration number. 2) A printed copy of the Active Contractor's Listing of the CIDB website (www.cidb.org.za) 3) UIF compliance is demonstrated by submission of one of the following: a. A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or b. Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or c. SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or d. Valid proof of exemption for UIF 4) 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. 5) Local content declaration: Summary schedule and Declaration Certificate for local content SBD 6.2 must be submitted for the purpose of local content evaluation 6) A valid original or certified copy of a B-BBEE certificate or a sworn affidavit to claim B-BBEE points 7) Fully completed SBD forms NOTE: for this tender, the following pre-qualification criterion for preferential procurement will be applied: • Section 4(1)(a) a Tenderer having a minimum B-BBEE Status Level of 1
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 only be opened in public if requested by the tenderers.

Clause number	Tender Data
C.3.5.1	The two-envelope system will be followed for this Tender.
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in Annexure A .
C.3.13	Tender offers will only be accepted if: a) the tenderer submits a copy of the CSD registration report or registration number (refer to T2.1.13); b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.12); 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 (refer to SBD 8); d) the tenderer has not (refer to SBD 8): i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.16); f) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA); g) UIF compliance is demonstrated by submission of one of the following: a. A valid copy of the UIF Letter of Compliance issued by the Department of Employment and Labour, or b. Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or c. SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or d. Valid proof of exemption for UIF h) 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 (refer to T2.1.17).

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

Stage 1: Eligibility and Administrative compliance

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

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

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

Stage 2: Functionality

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

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

Scoring quality

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

FUNCTIONALITY CRITERIA		
ID	CRITERIA	POINTS
1	Implementation method and project plan or programme	30
	• Detailed method to be followed in delivering this project indicating different activities and resource allocation	(20)
	• Project plan/programme with milestones, including resource allocation (bar chart)	(10)
2	Contractor's Experience	35
	• Three reference letters regarding similar work (bulk earthworks, roads and stormwater) were completed in the last three years on client's letterhead	(15)

	List of at least five other similar projects (bulk earthworks, roads and stormwater) with completion certificates, contactable references email and telephone numbers and indicating the value of works	(20)
3	Contractor's Resources – Key Personnel Proposed personnel: Project Manager / Contract Manager Minimum of Bachelor Degree in Civil Engineering with five (5) years or more in construction experience in Civil Construction - CV, qualifications and professional registration for proposed key personnel indicating: - Previous work experience - Total number of years working experience in construction - Individual experience on similar work in last five years - Membership of professional bodies Proposed personnel: Site Agent Minimum of National Diploma in Civil Engineering with five (5) years or more in construction in civil construction - CV, qualifications and professional registration for proposed key personnel indicating: - Previous work experience - Total number of years working experience in construction - Individual experience on similar work in last 5 years - Membership of professional bodies Proposed personnel: Health and Safety Officer Qualified OHS Officer as per OHS Act 1993. Construction regulations 2014 - CV, qualifications and professional registration for proposed key personnel indicating: - Previous work experience - Total number of years working experience in construction - Individual experience on similar work in last five years - Membership of professional bodies	30 (15) (10) (5)
4	Plant & Equipment (Contractor to attach proof of ownership or proof of lease or intention to lease between contractor and supplier) - TLB - Water Cart / Tanker - Motorised Grader - Vibratory Roller - Tip Truck	5 (1) (1) (1) (1) (1)
TOTAL		100

The 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 a 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

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.

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.

Calculation of score for Tender Price

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

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

Where:

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

W_f = the weighting given to the 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

Calculation of Preference points

Up to 100 minus W_t tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE Status Level of contributor	Qualification	Number of Points for Contract value up to R50 000 000	Number of Points for Contract Value above R50 000 000
1	≥ 100 points	20	10
2	≥ 85 but < 100 points	18	9
3	≥ 75 but < 85 points	14	6
4	≥ 65 but < 75 points	12	5
5	≥ 55 but < 65 points	8	4
6	≥ 45 but < 55 points	6	3
7	≥ 40 but < 45 points	4	2
8	≥ 30 but < 40 points	2	1
Non-compliant Contributor	< 30 points	0	0

Eligibility for preference points is subject to the following conditions:

- (1) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry; and
- (1) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form T2.1.06; and
- (2) The certificate shall:
 - (a) be an original or an original certified copy of the original; and
 - (b) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (c) have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), and
- (3) The Verification Certificate must be valid at the tender closing date; and

- (4) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data C.2.15.2); and
- (5) Compliance with any other information requested to be attached to Form T2.1.06; and
- (6) If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- (7) Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; and
- (8) In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

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.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practise** 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 the 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 their 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 coverage required in terms of the conditions of the 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 the main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn

or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before the 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 an 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, the number of points claimed for its BBBEE status level 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 BBBEE status level. 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 was properly received:

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking processor in the tenderer's addition of prices, the total of the prices shall govern and the tenderer

will be asked to revise the 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 the 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 the 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:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- 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:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	■ Yes □ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	■ Yes □ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	■ Yes □ No
Schedule of proposed subcontractors (T2.1.04)	1 Page	■ Yes □ No
The capacity of Tenderer (T2.1.05)	3 Pages	■ Yes □ No
Preference Point System (T2.1.06)	6 Pages	■ Yes □ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	■ Yes □ No
Estimated Monthly Expenditure (T2.1.08)	1 Page	■ Yes □ No
Unemployment Insurance Fund (UIF) (T2.1.17)	1 Page	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Copy of CSD Registration Certificate (T2.1.13)	3 Pages	■ Yes □ No
Financial reference (T2.1.14)	1 Page	■ Yes □ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable Document
Record of Addenda to tender documents (T2.1.15)	1 Page	■ Yes □ No
Compulsory Enterprise Questionnaire (T2.1.16)	3 Pages	■ Yes □ No
Declaration certificate for local production and content for designated sectors (SBD 6.2)	5 Pages	■ Yes □ No
Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)	2 Pages	■ Yes □ No
Certificate of Independent Quotation Determination (SBD 9)	4 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	3 Pages	■ Yes □ No
Priced Bill of Quantities	7 Pages	■ Yes □ No

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

RETURNABLE DOCUMENT CHECKLIST

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

A TECHNICAL ENVELOPE (1 COPY)

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.10	Declaration of Interest	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board	
T2.1.13	Copy of CSD Registration Certificate	
T2.1.14	Financial reference	
T2.1.15	Record of Addenda to tender documents	
T2.1.16	Compulsory Enterprise Questionnaire	
T2.1.17	Unemployment Insurance Fund (UIF)	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
SBD 9	Certificate of Independent Quotation Determination	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	
Form T2.1.08	Estimated Monthly Expenditure	
SBD 6.2	Declaration certificate for local production and content for designated sectors	

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

T2.2 Returnable documents/Schedules

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

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

ENTERPRISE STAMP

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

T2.1.02: 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.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address:

.....

.....(code)

Postal address:

.....

.....(code)

Telephone number:(code)

Fax number:(code)

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

Note:

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

ENTERPRISE STAMP

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

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

*Mr/Mrs/Ms:

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

and who will sign as follows:

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- C. The Enterprises to the Consortium/Joint Venture accept joint and several 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:

.....

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for *the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden*

Contract: **SANBI: NZG397/2021**

.....(code)

Telephone number:(code)

Fax number:(code)

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

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

	Name	Capacity	Signature
15			

Note:

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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

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

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for *the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden*

Contract: SANBI: NZG397/2021

Name of representative	Signature	Capacity	Date

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

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

- 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 Labourer employed		Unskilled employees employed	
Categories and position	Number	Categories of employees	Number

1.1. Provide full particulars of:

Machinery	Equipment	Workshops

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

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

2.1. Current projects:

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

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

2.2. Previous projects:

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

--	--	--

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for *the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden*

Contract: SANBI: NZG397/2021

Name of Tenderer	Signature	Date
------------------	-----------	------

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

T2.1.06: PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment Insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any Other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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".

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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".

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

SIGNATURE(S) OF BIDDER(S)

.....

2.

DATE:.....

ADDRESS:

.....

.....

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

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

T2.1.08: ESTIMATED MONTHLY EXPENDITURE

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

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

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
	COMPLETION OF CONTRACT
TOTAL	R

T2.1.10: DECLARATION OF INTEREST

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

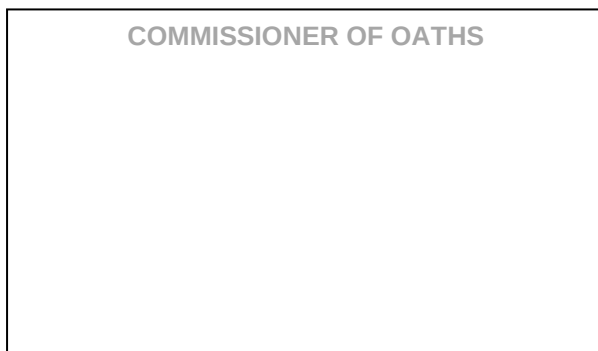
If yes, State the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the South African National Biodiversity Institute and/or of the person/s and/or legal entity acting on behalf of the South African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

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

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

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

.....
Capacity of Signatory Signature



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

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

Date

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

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

T2.1.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

T2.1.15: FINANCIAL REFERENCES

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

Notes to tenderer:

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

Details of Company's Bank

DESCRIPTION OF BANK DETAIL	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	

T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

T2.1.17: 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: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

- | | |
|--|--|
| ☐ 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 | |

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 the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

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

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".

*Insert separate page if necessary.

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

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

Signed:

Date:

Name:

Position:

Enterprise name:

T2.1.18: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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 Labour.

T2.1.19: UNEMPLOYMENT INSURANCE FUND (UIF)

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

UIF compliance should be demonstrated by submission of one of the following:

- A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or
- Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
- SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
- Valid proof of exemption for UIF.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all quotations¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

G: REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN

(Bid Number and Description)

in response to the invitation for the quote made by:

SANBI (Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

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".

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C1.1 Form of Offer and Acceptance

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

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN

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)

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for *the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden*

Contract: SANBI: NZG397/2021

Name &
signature of Date
witness
.....

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

Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Employer:

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

Name & signature of witness Date

Schedule of Deviations

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

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

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and
signature of
witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and
signature of
witness

Date

CONFIRMATION OF RECEIPT

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

The [day]

of [month]

20 [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C.1.2 Contract Data

C.1.2 Contract Data	
The Conditions of Contract are the <i>General Conditions of Contract for Construction Works (Third Edition, 2nd print, 2015)</i> published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947). Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	Clause 1.1.1.13: Defects Liability Period The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion
1.1.1.14	Clause 1.1.1.14: Due Completion Date The time for achieving Practical Completion is as follows: 5 Months after the Commencement date
1.1.1.15	The name of the Employer is The South African National Biodiversity Institute, represented by Mr D. Masemola and/or such persons or person duly authorised thereto be the Employer in writing.
1.2.1.2	The Employer's address for receipt of communications is: Delivery Address: Attention: Deputy Director: Supply Chain Management Pretoria National Zoological Garden Reception Area, 232 Boom Street Pretoria

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".

1.1.1.16	The name of the Engineer is Triviron Project Management (Pty) Ltd
1.2.1.2	The address of the Engineer is: 167 14 th Road, Whitby Manor Office Estate Gauteng Midrand 1687
1.1.1.26	Clause 1.3.: Pricing Strategy The Pricing Strategy is a re-measurement contract.
3.1.3	Clause 3.1.3: Specific Approval of the Employer Required The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
3.2.3	Clause 3.2.3: Specific Approval of the Employer Required The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
5.3.1	Clause 5.3.1: Commencement of the Works The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Cash flow projection
5.3.2	Clause 5.3.2: Timeframe to deliver documentation The time to submit the documentation required before commencement with Works execution is fourteen (14) days.
5.3.3	Clause 5.3.3: Time to instruct commencement of the Works

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

	<i>Add the following to Clause 5.3.3 after the last sentence:</i> "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."																								
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.																								
5.8.1	Clause 5.8.1: Non-Working Times The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break																								
5.12.2.	Clause 5.12.2.: Some reasons for extension of time Clause 5.12.2.2: Abnormal climatic conditions. <i>Add the following:</i> Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1). No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path. <table><tr><td>January</td><td>3 days</td><td>May</td><td>1 days</td><td>September</td><td>1 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>1 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>3 days</td><td>July</td><td>1 days</td><td>November</td><td>2 days</td></tr><tr><td>April</td><td>1 days</td><td>August</td><td>1 days</td><td>December</td><td>4 days</td></tr></table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.	January	3 days	May	1 days	September	1 days	February	4 days	June	1 days	October	2 days	March	3 days	July	1 days	November	2 days	April	1 days	August	1 days	December	4 days
January	3 days	May	1 days	September	1 days																				
February	4 days	June	1 days	October	2 days																				
March	3 days	July	1 days	November	2 days																				
April	1 days	August	1 days	December	4 days																				

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".

5.13.1	Clause 5.13.1: Penalty for Delay The penalty for failing to complete the Works is R 5000.00 per day.
5.14.1	Clause 5.14.1: Practical completion The requirements for achieving Practical Completion are: Works to reach a state of readiness fit for intended purpose and occupation without danger/undue inconvenience to the Employer/public.
5.14.2	Clause 5.14.2: Issue of Certificate of Practical Completion Replace "the Employer's Agent" in the second and third lines with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"
5.14.4	Clause 5.14.4: Certificate of Completion Replace "the Employer's Agent" in the third line of the first paragraph with: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is one (1) year for the civil works.
6.2	Clause 6.2: Security The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.
6.8.2	Clause 6.8.2: Contract Price Adjustment Contract Price Adjustment <u>is not applicable</u>
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.3	Clause 6.10.3: Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 10% of the Contract Sum, including allowances for contingencies. This reduces to 5% upon the issue of the Certificate of Completion. The remaining 5% retention will be released upon the issue of the Final -Approval Certificate upon lapse of the defects liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate

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

	<i>Replace “28 days” in the second last sentence with “30 days”</i>
6.10.6	Clause 6.10.6: Set-Off and Delayed Payments A guarantee in lieu of retention is not permitted
6.10.6.2	Clause 6.10.6.2: Set-Off and Delayed Payments <i>Replace the words “prime overdraft rate certified by the Contractor’s banker” with the words “interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply”</i>
6.10.8	Clause 6.10.8: Contractor’s completion statement <i>Replace “28 days” in the last sentence with “30 days”</i>
6.10.9	Clause 6.10.9: Final payment certificate <i>Replace “28 days” in the last sentence with “30 days”</i>
6.12	Clause 6.12: Additional <i>Add Clause 6.12 as follows:</i> In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
8.6.1	Clause 8.6.1: Insurance <i>Add the following:</i> Damage to the Works (a) Without in any way limiting the Contractor’s obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary. (b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works. (c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2. (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.
8.6.1.1.2	Clause 8.6.1.1.2: 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”.

	The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is - Nil.
8.6.1.3	Clause 8.6.1.3: Insurance The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	Clause 8.6.1.5: Additional Insurance Additional Insurance is required for the following: a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
10.1.5	Clause 10.1.5: Employer's Agent's ruling on Contractor's Claim Add the following to Clause 10.1.5 before the last sentence: "If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may consider that the claim has been rejected by the Employer's Agent and either Party may submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."
10.3.1	Clause 10.3: Dispute Notice Replace Clause 10.3.1.1 with the following "The dispute arises from any ruling."
10.5, 10.6, 10.7	Clause 10.5, 10.6, 10.7: Dispute Resolution Dispute resolution shall be by Arbitration.
11	Clause 12: Confidentiality The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	Clause 13: Amendments in writing No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

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

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C1.3 FORM OF GUARANTEE

C1.3.1 PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory: (2)

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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

AGREEMENT MADE AND ENTERED INTO BETWEEN THE

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

(Hereinafter called the “EMPLOYER”)

.....

(Contractor / Mandatary / Company / CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
WITNESS

.....
MANDATARY

Signed at this day of 20

.....
WITNESS

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
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PART C: THE CONTRACT

Part C2: Pricing Instruction and Bill of Quantities

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
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C2.1 Pricing Instructions

- Measurement and payment clauses of the SABS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.
- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
- Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The Bill of Quantities has been drawn up in accordance with the latest issue of the SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C2.2 Bill of Quantities

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

ITEM No.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SANS 1200 A	GENERAL				
1.1		Scheduled Fixed Charge and Value Related Items				
1.1.1	8.3.1	Contractual Requirements, Sureties and Insurance	Sum	1		
	8.3.2	Establishment of Facilities on the Site		1		
	PSAB 3.2	Facilities for Engineer				
1.1.2		a) Furnished offices (1 N ^o - 9m ²)	Sum	1		
1.1.3	PSAB 3.1	c) Name boards (1 No.)	No	1		
	8.3.2.2	Facilities for Contractor:				
1.1.4		a) Offices and storage sheds	Sum	1		
1.1.5		e) Ablution and latrine facilities	Sum	1		
1.1.6		k) Items (b) - (d) and (f) - (j) as listed in the Standardised Specification	Sum	1		
1.1.7	8.3.3	Other fixed charge obligations	Sum	1		
1.1.8	8.3.4	Removal of site establishment	Sum	1		
1.2	8.4.2	Scheduled Time Related Items				
1.2.1	8.4.1	Contractual Requirements, Sureties and Insurance	Month	5		
1.2.2	8.4.2	Operation and Maintenance of Facilities on Site	Month	5		
	PSAB 3.2	Facilities for Engineer				
1.2.3		a) Furnished offices (1 N ^o)	Month	5		
	8.3.2.2	Facilities for Contractor:				
1.2.4		a) Offices and storage sheds	Month	5		
1.2.5		e) Ablution and latrine facilities	Month	5		
1.2.6		k) Items (b) - (d) and (f) - (j) as listed in the Standardised Specification	Month	5		
1.3	8.4.5	Other Time Related Obligations				
1.3.1	PSA 5.1.1	a) Setting out	Month	5		
1.3.2	PSA 8.1.3	b) Security	Month	5		
1.3.3	PSA 5.1.3	c) As-built surveys	Month	5		
1.4	8.4.3	Supervision for duration of construction	Month	5		
1.5	8.4.4	Company & Head Office Overhead Costs	Month	5		
1.6	8.4.5	OTHER TIME RELATED OBLIGATIONS				
1.6.1		a) Obligations in respect with Health and Safety	Month	5		
1.70	8.5	Sums Stated Provisionally by Engineer				
		<u>Acceptance Testing</u>				
1.7.1	8.5 b) 1)	Carry out acceptance testing (as required by Engineer)	PC	Sum	R3 000.00	R3 000.00
1.7.2	8.5 b) 2)	Overheads, charges and profit on item 8.5 b) 1) above	%	R3 000.00		
TOTAL CARRIED FORWARD						

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

ITEM No.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		BROUGHT CARRIED FORWARD				
1.8	SANS 1200 A	DAYWORKS AND PLANT HIRE.				
	8.7	Day works:				
		a) Normal Time:				
1.8.1		(i) Supervisor	hr	10		
1.8.2		(ii) Artisan	hr	10		
1.8.3		(iii) Operator	hr	10		
1.8.4		(iv) Labourer	day	5		
1.8.6		(i) Loader 150kW	hr	10		
1.8.7		(ii) Grader 130 kW	hr	10		
1.8.8		(iii) Vibrating roller 12t	hr	10		
1.8.9		(iv) Grid compactor	hr	10		
1.8.10		(v) Tractor 65 kW	hr	10		
1.8.11		(vi) Water cart 10000l	hr	10		
1.8.12		(vii) Tip truck 10 m ³ capacity	hr	10		
1.8.13		(viii) Excavator 20t	hr	10		
1.8.14		(ix) Bull Dozer 120 kW	hr	10		
1.8.15		(x) Concrete mixer 0.3m ³	hr	10		
1.8.16		(xi) TLB 73 kW	hr	10		
1.9		Materials:				
1.9.1	PSA 3.3	a) Net cost of materials	Prov	Sum	R10 000.00	R10 000.00
1.9.2	PSA 8.6	b) Contractor's overheads, charges and profit on item 1.9.1 above	%	R10 000.00		
TOTAL CARRIED FORWARD						

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

ITEM No.	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT CARRIED FORWARD						
1.10	8.8	TEMPORARY WORKS				
1.10.1	PSA 8.8.2	Accommodation of traffic within the Site	Sum	1		
	8.8.4	Existing Services:				
1.10.2		c) Excavation by hand in soft material to expose any service if required by the Engineer	m ³	100		
1.10.3		d) Temporary protection, as required in terms of the project specifications	Sum	1		
	PSA 8.8.5	Cost of Survey in terms of the Land Survey Act				
1.10.4	PSA 8.9	Topographic survey prior commencement of works	Sum	1		
1.10.5	PSA 8.9	Geotechnical survey prior to commencement of construction as instructed by the engineer	Sum	1		
1.10.6	PSA 8.11	Employer's obligations in respect of the Occupational Health and Safety Act (Construction Regulations 2014)	PC	Sum	R115 000.00	R115 000.00
1.10.7	PSA 8.10	As built drawings	Sum	1		
1.10.8	PSA 8.5 (a)	Employment of a Community Liaison Officer (over project duration)	PC	Sum	R75 000.00	R75 000.00
1.10.9	PSA 8.6	Contractor's overheads, charges and profit on item 1.10.6 and 1.10.8 above	%	R190 000.00		
TOTAL CARRIED TO SUMMARY						

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

ITEM NO.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.1	SABS 1200 C	CLEARING				
2.1.1	8.2.1	Clear Site incl. removal and grubbing of roots of trees of up to 1m girth to approved areas off Site	m ²	3275		
	8.2.2	Remove and grub large trees and tree stumps in the road reserve of girth:				
2.1.2		a) Over 1m and up to and incl. 2m	no.	2		
2.1.3		b) Over 2m and up to and incl. 3m	no.	16		
2.2	SABS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)				
2.2.1	8.3.2	Preparation and stripping of entire site, removal of existing paving block to stockpile	m ²	3275		
2.2.2	8.3.4	Cut to fill in road bed and compacting in 150mm layers to 93% Mod. Aashto	m ³	164		
2.2.3	8.3.7	Excavate in all materials and place in stockpile	m ³	491		
		Extra over for excavation in:				
2.2.4	8.3.7a	Intermediate excavation	m ³	25		
2.2.5	8.3.7b	Hard excavation	m ³	10		
2.2.6	8.3.3	Rip and Recompect 150mm layer insitu material in road bed to 93% Mod. Aashto	m ²	3275		
2.2.7	PSDM 8.3.13c	Planting of new indigenous trees				
2.2.7a		200l Harpephyllum Caffrum	no.	9		
2.2.7b		200l Harpephyllum Caffrum	no.	15		
2.2.7c		Topsoil spread	m ³	36		
2.2.7d		Compost importing and spreading	m ³	15		
2.2.7e		Fertilizers importing and spreading	kg	49		
2.2.7f		Transporting and removal of rubble	Sum	1		
2.3	SABS1200 ME	SUB-BASE				
		Construct sub-base course with material from commercial source or designated borrow				
2.3.1	8.3.3	Construct road sub-base from imported G5 material and compact in layers of 150mm to 95% Mod. Aashto	m ³	491		
2.4	SABS1200 MF	BASE				
		Construct base with material from commercial source				
2.4.1	8.3.3	Construct road base from imported G5 material 150mm thick and stabilise with 4% OPC and compact to 97% Mod. Aashto	m ³	600		
2.4.2	SABS 1200 G 8.3.8	O.P.C for stabilisation	t	47		
2.5	SABS1200 MK	KERBS, CHANNELLING AND PAVING				
2.5.1	8.2.2	Fig.3 barrier kerb with concrete channel	m	500		
2.5.2	8.2.2	Fig.12 rectangular kerb for paving edge restraint	m	500		
2.5.3	8.2.2	Fig.13 Edge Beam	m	100		
2.5.4	SABS 1200 MJ 8.2.2	relay existing 60mm interlocking paving blocks type S-A from stockpile complete with bedding sand	m ²	3275		
2.5.5	SABS 1200 MJ 8.2.2	Supplying and Laying of 60mm interlocking paving blocks type S-A complete with bedding sand	m ²	1088		
2.5.6	SABS 1200 MJ 8.2.2	Trapezoidal of 60mm interlocking paving blocks type S-A channel	m ²	274		
TOTAL CARRIED FORWARD						

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

Contract: SANBI: NZG397/2021

ITEM NO.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			TOTAL BROUGHT FORWARD			
2.6	SABS1200 MM	ANCILLARY ROADWORKS				
		Regulatory and Warning Traffic signs supply and erect permanent traffic signs.				
2.6.1	8.3.6	Regulatory and Warning Traffic Signs	No.	2		
		Non - reflectorised paint applied at a normal rate of 0.42 l/sq.m				
		Regulatory Transverse Road Markings				
2.6.2	PSMM8.6.1	RTM1 and RTM 3	m	1000		
		Warning Markings				
2.6.3	PSMM8.6.2	Direction Arrows	No.	12		
		Guidance Markings				
2.6.4	PSMM8.6.3	GM7 (painted STOP Sign)	No.	2		
2.6.5	PSMM8.6.1	GM8 (painted kerbs)	m	50		
2.7	PS	PARTICULAR SPECIFICATION				
2.7.1	PAC	Contractors Obligation in respect to the Occupational Health and Safety Act	Sum	1		
TOTAL CARRIED TO SUMMARY						

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

South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden

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SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AT THE NATIONAL ZOOLOGICAL GARDENS

SUMMARY OF SCHEDULE OF QUANTITIES

Section 1:	General (provisional amount)	R	_____
Section 2:	Road Works	R	_____
SUB TOTAL 1 (Sum Of Sections 1 to 2 Above)		R	_____
CONTINGENCIES			
The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. (The Tenderer must add 10% of Sub Total)		R	_____
SUB TOTAL 2		R	_____
VALUE ADDED TAX			
The Tenderer shall add 15% of Sub Total 2 for VAT		R	_____
GRAND TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE		R	_____

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South African National Biodiversity Institute

Request for Bids for the Appointment of a Contractor for *the Replacement of Existing Paving at The Boom Street Parking Area at the National Zoological Garden*

Contract: SANBI: NZG397/2021

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".

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

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C3.2 DESIGN AND CONSTRUCTION	102
C3.3 SPECIFICATIONS	104
C3.4 MANAGEMENT	151
C3.5 ANNEXURES	153

Status

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

- Drawings
- Scope of Work
- Standardised Specifications

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C3.1 Description of the Works

C3.1.1 Employer's Objectives

The SANBI's objective is to deliver improved infrastructure in the National Zoological Gardens in terms of the replacement of the existing paving at the Boom Street Entrance parking area at the National Zoological Garden in Pretoria.

The primary objectives of the project are to:

- Remove the existing trees and reinstate the parking area surface to its original condition or better;
- Plant new indigenous trees which are not invasive root systems (Good quality trees);
- Improve the stormwater management and;
- Enhance the parking space to ensure better mobility and more parking space.

C3.1.2 Overview of the Works

The project entails the replacement of the existing paving at the Boom Street Entrance parking area at the National Zoological Garden in Pretoria.

C3.1.3 Existing Infrastructure

The parking area has an interlocking paving blocks surface finish and is approximate 3500m² there are several Ficus trees planted throughout the parking. It is unknown when the trees were planted, but over the years the roots of the trees have begun to damage the existing paving surface thereby reducing available parking space, it is also feared that with continued growth the roots will damage the existing buildings adjacent to the parking area.

C3.1.4 Extent of the Works

The Contractor is responsible for surveying, planning, supply of all materials and labour, manufacture, delivery to site, offloading, construction, off-site testing, on-site testing, commissioning, performance testing, provision of samples, as-built record drawings.

The following items comprise the extent of the works for this project:

- Removal and stacking of existing paving blocks for re-use;
- Cutting and removal of trees with all their roots systems;
- Preparation of all the underlying layerworks as per the construction drawings;

- Re-laying of the paving block for the parking;
- Construct all the stormwater drainage systems;
- Planting of new trees;
- Road Markings;
- Establishment of the contractor's office (if required);
- Erection of temporary hoarding to separate construction and installation areas from public areas throughout the parking under this contract;
- All signage as may be required in terms of the Occupational Health and Safety Act.

C3.1.5 Location of the Works

The project is located at the Pretoria National Zoological Garden. Refer to section C4.1.

C3.2 Design and Construction

C3.2.1 Design

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor/Employer

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

C3.2.2 SANBI's Design

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works, inclusive of concrete mixes, formwork and trench shoring, and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings

C3.2.3 Contractor's Design

The Contractor shall also be responsible for the design of the temporary Works as defined in C3.2.1(b).

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 List of Drawings

PRETORIA ZOO – PARKING AREA DRAWINGS	
DRAWING NUMBER	DESCRIPTION
TPM012 – 2020 - G01	Tree Layout
TPM012 – 2020 - RD01	Paving and Road-markings Layout and Details
TPM012 – 2020 – SW01	Stormwater Layout

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C3.3 Specifications

3.3.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SABS 1200 Standardized Specifications

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200, also referred to as SANS 1200.

SANS 1200 A : General

SANS 1200 AB : Engineer's office

SANS 1200 DM : Earthworks (roads, subgrade)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

Although not bound in nor issued with this Document, the following ALL Sections of the Standardised Specifications of SABS 1200, but not limited to, shall form part of this Contract:

The following SANS specifications are also referred to in this document, and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003 : Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002) : Targeted Construction Procurement

SANS 1921 – 1 (2004) : Construction and Management Requirements for Works Contracts

Part 1 : General Engineering and Construction Works and where accommodation of traffic is involved

SANS 1921-2 (2004) : Construction and Management Requirements for Works Contracts; and

Part 2 : Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.3.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

PAB: GENERIC LABOUR-INTENSIVE SPECIFICATION.

PAC: MANAGEMENT PLAN FOR THE CONSTRUCTION PHASE.

PAD: OHSA 1993 HEALTH AND SAFETY SPECIFICATION.

PAE: ENVIRONMENTAL MANAGEMENT SPECIFICATIONS

PAF: SPECIAL CONDITIONS OF CONTRACT

C3.3.1.3 Variations and Additions to the SABS 1200 Standardized Specifications

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.3.1 are given in section C3.3.6.

C3.3.2 SITE ESTABLISHMENT

C3.3.2.1 Services and facilities provided by the Employer

(a) Water sources

There is no reticulated water supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of subclause C3.3.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

(b) Electricity supply

There is no reticulated electrical power supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of subclause C3.3.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Engineer, produce proof of such compliance.

(c) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

(d) Area for contractor's site establishment (Example only)

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the

Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; always provided that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

C3.3.2.2 Contractor's campsite and depot (Read with SANS 1921 - 1: 2004 clause 4.14)

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible for providing a suitable site for his camp and for providing accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

(a) Contractor's camp site/store yard

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced. No housing is available, and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract. The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site. Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; always provided that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written permission of the landowner and approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender. All buildings erected must be to the size as approved by the Engineer. The parking of plant is restricted to these areas.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A clause 8.3.2.2, the following conditions shall also apply:

None of the existing roads shall be damaged in any way.

The Contractor is to make his own arrangements for water supply to the works and pay all installation and consumption charges levied by the Local Authority.

The Contractor is to make his own arrangements for electrical power. Site office and lighting is available from the on-site DB, and the Contractor is responsible for installation and consumption charges levied by the Local Authority.

It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer.

The Contractor shall be responsible for providing adequate storage, collection and disposal of refuse, all in a sanitary manner.

The Contractor shall construct a sealed bund wall around their diesel tanks. The bund wall shall be of such capacity that the contents of the tanks shall be contained within the bund wall in the event of an accident. The inside of the bund wall shall be painted with a bituminous sealant and the entire system must be constructed to the Engineer's satisfaction.

The Contractor shall provide a suitably screened off shower area within his campsite.

C3.3.2.3 Facilities provided by the Contractor

(a) Facilities for the Engineer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidden Preliminary and General items until the facility has been provided or restored as the case may be.

(i) Office accommodation

The Contractor shall provide on the Site 1 x office for the exclusive use of the Engineer. Such office(s) shall comply with and be furnished in accordance with the requirements of subclause PSAB3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SABS 1200 AB. Such office accommodation shall be provided within the Contractor's site establishment facilities.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

(ii) Carports

The Contractor shall provide on Site 2 x carports for the exclusive use of the Engineer, in accordance with the requirements of subclause PSAB 3.2.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of twenty (20) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Notice Board

The Contractor shall provide, erect and maintain three Contract name boards as such positions as directed by the Engineer.

The typical notice board with the following requirements shall apply with regards to the notice board:

The wording in the space for "Name of Contract" shall be provided by the employer to the contractor before construction commences.

The word to follow "Designed" shall be:

"Details of the engineer will be provided on Appointment."

(v) Survey equipment and assistant

Survey equipment

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 levelling staff with a protective cover bag;
- 1 x 100 metre Stilton tape measure and measuring wheel;
- 6 x ranging rods;
- 1 ±2kg hammer.

Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants. Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor will be required to supply the Resident Engineer with reliable internet, Wi-Fi or LTE for the duration of the Contract. The Contractor shall be responsible for the cost of all calls, installation, rental, supplies, maintenance, etc.

The Contractor will not be required to supply the Engineer with any mobile device phone, but the Contractor will be required to pay for all calls made from his cellphone pertaining this Project up to a maximum amount of R500.00 per month as soon as the contract has commenced.

(vii) Computer facilities

The Contractor shall provide the following computer facilities together with the specified software installed, for the exclusive use of the Engineer and his staff, in accordance with the requirements of SABS 1200 AB (as amended):

- 1 colour printer. (A3)

Printers shall unless otherwise approved by the Engineer, be an A3 colour printer or equivalent compatible.

All computer hardware shall be provided complete with the necessary connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The Contractor shall further provide at his own cost, all paper and ink cartridges and other consumables reasonably required by the Engineer.

(viii) Electricity supply for the Engineer

All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

(ix) Site instruction book

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer. Reasonable notice shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All claims must be signed and dated by the Engineer before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Engineer to record that each section, or work item, complies with the specification of the relative work. Failure to update or provide sufficient records may result in a 10% interim payment reduction being withheld.

(x) Protective Clothing

The Contractor shall provide and replace when necessary one set of safety clothing (PPE) (reflective vest and jackets, safety shoes, helmets and rubber wellington boots) of sizes required to members of the Engineers site staff and their visitors.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site. No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

(c) Accommodation of Other Contractors

The Contractor shall be required to accommodate other contractors on the Site of the Works during the Contract period. Adequate access to the site of their works shall be given the above-stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making

all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's bidden rates.

Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidden rates and prices.

(f) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause, and the costs thereof shall be deemed to be included within the Contractor's bidden Preliminary and General items.

C3.3.2.4 Permits and wayleaves

The Contractor shall be responsible to obtain all the wayleave required under this Contract. The cost of obtaining wayleaves shall be deemed included in the relevant rates, and no additional payment will be made for the wayleaves as required.

C3.3.2.5 Features requiring special attention

(a) Site maintenance

During the 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.

(b) Tidying Up of works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned. Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the site in a clean and orderly condition. No additional payment shall be made for work set out above.

(c) Quality Assurance (QA), Quality Control and Quality Plan
(Read with SANS 1921 – 1: 2004 clause 4.4)

The Onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications to the satisfaction of the Engineer and Drawings rests with the Contractor, and the Contractor shall at his own expense, institute an appropriate Quality Assurance (QA) and quality control system on-site provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of his own workmanship quality in accordance with his QA-system at all times. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

Within one week of the award of the Contract, the Contractor shall furnish the Engineer with a comprehensive Quality Assurance (QA) and Quality Plan that incorporates all the requirements of the document comprising the contract, for his own quality management as well as describing the quality control process that will provide for regular inspection and signing off of work by the Engineer.

The Project Quality Plan Shall be subject to the Engineers approval.

The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor's Quality Assurance (QA) and Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the contract. It shall clearly indicate by way of written method statements; descriptions; quality management objectives; policies; schedules; flow diagrams; Product/Process Inspection & Test Plans (ITP); procedures and work instructions that demonstrate the Contractor's implementation of the requirements.

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.

This will particularly apply to aspects of the works that will be covered such as checking of the stormwater drain gradients, compaction of material, checking of reinforcement, vibrating of the concrete and other embodied items before placing of concrete.

(d) Testing (Read with SANS 1921 – 1 : 2004 clause 4.11)

(i) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on-site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates, and no additional payment will be made for testing as required.

The tendered rate for all earthworks, layer works, concrete works, paving, asphalt and liner works shall cover the cost of site process control testing to ensure the standards specified are met, as well as the provision of all staff and equipment.

(ii) Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the Bill of quantities, but tests that failed to confirm compliance with the specifications will be for the account of the Contractor.

(iii) Additional testing required by the Engineer

In addition to the provisions of subclause C3.3.2.5(d)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(d)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iv) Costs of testing

(a) Tests in terms of subclause C3.3.2.5(d)(i)

The costs of all testing carried out by the independent laboratory (SANAS Accredited) in accordance with the requirements of subclause C3.3.2.5(d)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidden rates and prices for the respective items of work as listed in the Schedule 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 in terms of subclause C3.3.2.5(d)(i).

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.

(e) Management and disposal of water

(Read with SANS 1921 - 1 : 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for the delay and for the repair

of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water will not be considered.

The contractor shall be responsible for the handling of all surface and subsurface water in such a way that the construction can proceed with minimum risk and at no time shall overland flows be blocked.

If concentrated flows are blocked a method statement should be provided and is subject to approval by the Engineer.

The Contractor shall to this end divert flow around the working areas if and where necessary. The Contractor shall also take particular to ensure the safety of the works against damage by water.

The contractor shall apply suitable, effective dewatering methods for preventing ingress of water into the excavations and to keep them dry.

No Separate payment

The cost of supplying and operating for dewatering and operating the equipment for dewatering of all excavations, existing stormwater drains and controlling concentrated and surface flow and subsurface water on all works will be held to be included in the tendered sum under section PSDM 8.3.4 and 8.3.7 of this document.

(f) Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract. Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

(g) Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations, and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible, and liability shall be determined on-site when such damage should occur.

The Contractor will comply with the conditions for dealing with existing services as attached in C3.3, Particular Specifications and approach the relevant authorities for additional information where applicable.

(h) Existing Services (Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(i) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing, and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or were directed by the Engineer.

(ii) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of a fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(i) Overhaul

No payment whatsoever will be made for an overhaul on this contract whether from commercial sources or off-site or within the site environs. No mass hauled diagrams will be produced.

(j) Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees, as well as the employees of his subcontractors, are able to identify themselves as members of the construction team.

(k) Subcontractors

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

The Engineer 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 Engineer will not become involved.

(l) Access to properties

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. In this respect, the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

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 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.

(m) Site Diary

A site diary in triplicate format, which shall be supplied by the contractor must be filled in on a daily basis and submitted to the Engineer on a daily basis. No claims will be considered without the site diary's schedules properly completed and submitted.

(n) Labour-intensive competencies of supervisory and management staff

A contractor having a CIDB contractor grading designation of 7CE and higher shall only engage supervisory and management staff in labour-intensive works which have either completed or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other sites supervisory staff in the employ of such contractors must have completed, or for the period 1 April, 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2-unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Stormwater Drainage	one of these 3-unit standards be used
		Use Labour -intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	

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".

Personnel	NQF level	Unit standard titles	Skills programme description
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3-unit standards be used
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative who is resident on the site)	6	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

- (o) Employment of unskilled and semi-skilled workers in labour-intensive works
- (i) Requirements for the sourcing and engagement of labour
- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- (2) The rate of pay set for the SPWP is in accordance with the Department of Labour SAFCEC Gazetted rates, Task rates to be determined at a later stage.

"In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 men, women, youth, disabled persons and the aged must receive the same pay for work of equal value."

(3) Tasks established by the contractor must be such that:

(aa) the average worker completes 5 tasks per week in 40 hours or less; and

(bb) the weakest worker completes 5 tasks per week in 55 hours or less.

(4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

(5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:

(aa) where the head of the household has less than a primary school education;

(bb) that have less than one full-time person earning an income;

(cc) where subsistence agriculture is the source of income;

(dd) those who are not in receipt of any social security pension income.

(6) The contractor must provide monthly statistics to the SANBI indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder. Failure to provide the required statistics Council may withhold payment.

(ii) Specific provisions pertaining to SANS 1914-5

(1) Definition

Targeted labour: Unemployed persons who are employed as local labour on the project.

(2) Contract participation goals

(aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(3) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(4) Variations to SANS 1914-5

(aa) The definition for the net amount shall be amended as follows:

The financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.

(bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

(iii) Training of targeted labour

(1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

(2) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

(3) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the Training Director in the Department of Public Works.

(4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.

(5) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

(6) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.

(7) Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end, the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period, and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

(q) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared 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 49.4 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.

(r) 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 bid 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.

(s) Notices, signs, barricades and advertisements

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

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

(t) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and

provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.3.3 PLANT AND MATERIALS

C3.3.3.1 Plant and materials supplied by the employer

"The Employer shall not supply any plant or materials."

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Subclause 23.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.3.4 CONSTRUCTION EQUIPMENT

C3.3.4.1 Requirements for equipment

TLB

Motorised grader

Excavator

Tip Truck

Water Cart

Vibratory Roller

Vibratory Rammer

C3.3.5 ACCOMMODATION OF OTHER CONTRACTORS

C3.3.5.1 General

The Contractor shall be required to accommodate other contractors on the Site of the Works during the Contract period. Adequate access to the site of their works shall be given the above-stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

C3.3.6 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)

C3.3.6.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part C1.4 of the Contract.

C3.3.6.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification are included in the tender documents as Part of C3.4.11.6, Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 2014;
 - (ii) pro-active identification of potential hazards and unsafe working conditions;
 - (iii) provision of a safe working environment and equipment;
 - (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas;
- monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations 2014;
- details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Construction Regulations 2014 and other applicable regulations; and
- details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before the commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

In addition, Tenderers are to note that the site is considered a hazardous area and effective protection equipment must be provided and precautions implemented during the contract. Methane gas is present, and personnel must not enter confined spaces without ventilation. Smoking must be prohibited within the site area.

C3.3.6.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C3.3.7 EMPLOYMENT OF LOCAL LABOUR

It is the intention of the Contract that unskilled and skilled labourers including bricklayers, concrete gangers etc. be hired from the local population via the relevant community bodies, Ward Councillors and Community Liaison Officer (CLO). No labour is to be used on-site except that hired from the local community unless prior approval is obtained from the Engineer. However, once employed by the Contractor, they become the entire responsibility of the Contractor as part of his normal workforce.

The daily cost of this labour to be used on this Contract shall be calculated according to the EPWP recommended minimum rates applicable at any time during the duration of the Contract.

The appointed Contractor may be called upon to demonstrate how the included wage rate was arrived at, in terms of the above.

Only Foreman, artisans and skilled level and upwards will be allowed from outside the local community and all of the authorised "outside labour etc." will have to be listed under Schedule 8: KEY PERSONNEL. The necessity of this personnel will be assessed by the Engineer and Employer. The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on the Contract and shall submit to the Engineer at monthly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof and details of the various activities undertaken by the labourers.

This aspect will be closely monitored by the Engineer and Employer, and any unauthorised infringement will result in the affected labour being dismissed from the site.

The employment of local labour on this contract is advised but left entirely to the discretion of the Contractor. The onus will be on the Contractor from the very outset to liaise directly with the Local Councillors in so far as labour requirements are concerned.

A Community Liaison Officer (CLO) will be provided for on this contract to assist the Contractor with day-to-day labour and community-related matters that may arise.

The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on this Project and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The Contractor shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour and the wage rate on the contract shall not be less than the published minimum rate for the area.

C3.3.8 EXECUTION OF THE WORKS

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".

C3.3.8.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for the inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

C3.3.8.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

C3.3.9 CONSTRUCTION PROGRAMME

C3.3.9.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion, as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and the Contract Data.

C3.3.9.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as the basis for this programme.

When drawing up his programme, the Contractor shall also, among other things, take into consideration and make allowances for:

- public access to the area at all times;
- the constructional plant which he intends to supply and use for the Contract;
- the possibility of providing plant and equipment at the beginning of the establishment period for relocating indigenous plants from the working site;
- searching for, dealing with and carrying out alterations to the exiting services;
- the quantities that will be carried out and the cash flow resulting from this on a monthly basis;

- known physical conditions or artificial obstructions;
- the accommodation and safeguarding of public access and traffic;
- the design, testing and approval of the concrete mixes, where applicable, and all other imported materials;
- the installation of the geomembrane liner shall be undertaken by a specialist Sub Contractor, which will entail liaison and co-operation between the Contractor and this Sub Contractor, to ensure each party's activities are accommodated.
- timeously carrying out survey requirements, including the survey of the site, prior to construction commencing,

The following must be stated on the programme:

- The quantity of work applicable for each bar item as well as the rate at which work will be completed.
- A budget of value of planned and completed work, month by month for the full contract period.
- The critical path.
- Work to be undertaken by local contractors (if applicable).
- Works to be undertaken by specialist contractors (if applicable)

Training courses.

Schedule of plant and resources to be utilised taking the indicative construction sequence into account.

Intermediate milestones date to be achieved, taking the indicative construction sequences into account.

Regular meetings with the engineer,

Method statements shall be prepared in accordance with the requirements of the project specifications;

Key dates in respect of information to be provided by the Engineer or others;

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

General Allowances

Expected weather conditions and their effects;

Known physical conditions including ground stability, working space and groundwater or artificial obstructions (e.g. existing water pipes and road crossings);

Searching for, dealing with and carrying out alterations to existing services;

The accommodation and safeguarding of public access and traffic;

The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act;

The acquisition of a Construction work permit in terms of the Construction Regulations;

Selective methods of excavation and shoring of trenches;

The restricted working widths;

The limitation on the length of open trench excavation;

The Environmental requirements as specified in the Environmental Management specifications.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.3.9.3 Delay in Completion

If during the progress of the works which shall be reviewed monthly should the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, or the Contractor's progress lags behind the latest accepted programme the Contractor shall, within one week after being notified by the Engineer, the Contractor shall organise the works in such a manner that no delays occur and submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the works within the period defined in term of Clause 5.12 of the Conditions of Contract or any

extended time granted. Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site or by using the available labour and plant more efficiently. Claims for additional payment to meet any cost incurred due to such a revised programme will not be accepted nor will they be any time-related payment for these delays. Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 9.2 of the Conditions of Contract.

C3.3.10 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardised and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

SABS 1200 A - 1986: GENERAL

PSA 2 INTERPRETATIONS

PSA 2.2 Applicable edition of standards

Add at the beginning of the first sentence of Sub-clause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications),"

PSA 2.3 Definitions

Add the following:

The Engineer shall be "Given to the Bidder upon Appointment."

The term "SANBI" shall mean "SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE".

GCC: General Conditions of Contract 2015 (3rd Edition)

PSA 3 MATERIALS

PSA 3.1 Quality

Where material to be used in this Contract is specified to comply with the requirements of a SABS Standard Specification, and such material is available with the official SABS mark, the material used shall bear the official mark.

The Contractor shall at his own expense without delay, submit in good time, before any construction commences, to the Engineer on-site samples of all materials intended to be incorporated into the works. The samples shall be accompanied by results of tests undertaken by an approved independent laboratory on the samples in question on behalf of the Contractor and at his cost, before consideration by the Engineer.

The Engineer, during construction, will take independent samples from stockpiles of proposed construction materials on-site and the completed works. Approval will not be granted for samples delivered by the contractor directly to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

All pipes, fittings and materials used in the Works, must bear the official standardisation mark of Standards South Africa where applicable. The mark on a pipe shall be visible from above after the pipe is laid.

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas, and the material shall be kept free of dust and mud and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects uPVC and HDPE pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Cement is to be used on a first-in/first-out basis. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense. Any cement older than six weeks is to be removed from the site.

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes or large plant shall be lifted or lowered only by means of suitable hoisting equipment.

Where propriety materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, the Contractor is to supply with their tender the name of the manufacturer and supporting documentation that shows that the materials or articles comply with the relevant specifications. It is understood that the approval shall be at the sole discretion of the Client and the Engineer.

Irrespective of any approval granted/used by the Engineer or the Employer; the Contractor shall be deemed responsible for all material quality used for construction and their specified performance.

Add the following new subclause:

PSA 3.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should, therefore, be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the Drawings issued for tendering purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.

PSA 4 PLANT

PSA 4.2 Contractor's Offices, Stores and Services

Add the following:

"No housing facilities are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and to transport them to site.

Any temporary buildings erected by the Contractor or site offices, accommodation, stores, workshops and ablutions erected on the site must all be to size and at locations approved by the Employer.

The Contractor is responsible for all security of the Camp Site at his own cost".

The suitable first aid services required in terms of Sub-clause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in Regulation 3 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

PSA 5 CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

Add the following to this clause:

The Contractor is responsible for placing and maintaining survey control pegs to be used in setting out the Works.

The Contractor shall be fully responsible for the setting out of the works, and where labour-intensive work is specified, for the setting out of the daily construction tasks.

A full schedule of control beacons will be issued to the successful tenderer prior to the start of the Contract giving X, Y and Z coordinates. These control beacons are to be used by the Contractor for all survey requirements.

The Contractor, within two (2) weeks after the site has been handed over to him, is to ascertain the correctness of all pegs, benchmarks and existing ground topography. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer, within the aforementioned period, shall be the sole responsibility of the Contractor.

Add the following new Sub-clause:

PSA 5.1.3 As-Built Data

The Tenderer shall note the Lump Sum item 1.10.7 covering the submission of as-built data.

The Contractor shall supply the Engineer with:

Co-ordinates and final levels in 10m grid intervals, invert levels, top and bottom edges of all the infrastructure constructed,

A list of surveyed invert and cover levels and co-ordinates of all drains, headwalls, manholes and existing services constructed or modified during the course of the Contract,

Co-ordinates of sewer pipelines and water pipelines and all house connections,

Co-ordinates of any electricity cables constructed or modified during the course of the Contract,

All pipe and culvert sizes and invert levels constructed or modify during the course of the Contract.

Valves and fire hydrant positions.

The Practical Completion Certificate shall not be issued unless the above information has been forwarded to the Engineer.

PSA 5.2 Accommodation of Traffic

The Contractor shall strictly comply with the following specifications:

The Contractors working hours are to be between 07:30 to 17:00 Monday to Friday, excluding public holidays.

The Contractor shall erect adequate traffic signs that conform to the requirements of the S.A. Road Traffic Signs Manual, maintain and keep them in good order.

Temporary traffic signs shall be erected when work is being done within and adjacent to the works. The number and layout of the traffic signs shall comply with the approved "Accommodation of Traffic Safety Plan" as prepared by the Contractor. Traffic signs shall have a yellow background with either a red or black border.

The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic - Clause 5.1 SABS 1200D has reference.

The Contractor is to liaise with the Gauteng Provincial Department of Roads & Transport (for provincial roads) and the Tshwane Roads & Stormwater Department (for municipal roads) with regards to any temporary road closures as required during this contract. As the Works are to be constructed within a built-up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses. Accommodation of traffic strategy during construction shall be presented by the Contractor to the Engineers prior to Construction. (e) Location of the Works the Works to be constructed are located in City of Tshwane as illustrated on the Locality Plan as indicated in Part

No separate payment will be made on this contract to control and accommodation of traffic during construction, the allowance for the measurement and payment for traffic control and accommodation during construction shall be included in the Occupational Health and Safety Specification particular specification.

PSA 5.4 Protection of Overhead and Underground Services

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".

Add the following to this clause;

The Contractor is to ensure at the start of the Contract that all known services are checked to ascertain whether they interfere with the construction of the Works. If obstructions are found, the Engineer is to be notified timeously in writing so that adequate steps can be taken to effect the relocation of the obstructions. No claims for delays will be entertained unless, in the opinion of the Engineer, the Contractor has taken reasonable steps timeously to have the obstruction relocated.

Before the construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

PSA 5.5 Dealing with Water

The Contractor shall be responsible for the management and disposal of all surface, subsurface and stormwater on-site in a way that construction can proceed with minimum risk and at no time shall overland flow be blocked.

It is essential that all works, completed works or part thereof is kept dry and properly drained; to this end, the Contractor shall divert flow around the workings area(s) if necessary. The contractor shall apply suitable, effective drainage and dewatering methods for preventing ingress of water into excavations and to ensure safety of works against damage by surface, subsurface, stormwater and floods. Claims for delays and for repairs of damage caused to the works as a result of the contractor's failure to properly manage the surface, subsurface and flooding will not be considered.

Drainage measures, with the exception of pumping, shall be maintained until the works have been completed, between various construction stages, pumping may be interrupted in consultation with the Engineer. Any drainage or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry all works shall be included in the excavation works specification PSDM 8.3.4 (cut to fill, borrow to fill) and PSDM 8.3.7 (cut to spoil or stockpile from).

PSA 5.7 Safety

Add the following:

"The Contractor will refer to Part C4.3.7 and Annexure 5.1, Particular Specifications, for the OHSA 1993 Safety Specification."

and:

"The Contractor shall provide security watchmen and all measures necessary to secure the works for the contract as he deems fit. The cost thereof will be deemed to be included in the relevant rates tendered. The Contractor must ensure that all his employees, as well as the employees of his subcontractors, are able to identify themselves as members of the construction team.

Add the following new Sub-clause:

PSA 5.9 Site Diary

A site diary in triplicate format, which shall be supplied by the Contractor must be filled in on a daily basis and submitted to the Engineer on a daily basis. No claims will be considered without the site diary's schedules property completed (on a daily basis) and submitted.

PSA 5.10 Site Meetings

The Contractor will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

PSA 5.11 Time-Related Items

Where an extension of time is approved, no payment shall be claimed against time-related items unless approved by the engineer. The extension of time may only refer to the relief of penalties.

PSA 5.12 Existing Services

The tendered rate shall further cover the cost of backfilling the excavation with "trench fill" as indicated on detail drawings, keeping the excavation safe and taking care that the services are not damaged in any way. The rate shall include for all negotiations with the authorities, notification to all affected parties and any other requirement to protect and complete the work. No additional direct payment will be made for the protection of such services.

PSA 5.13 Record Drawing Information

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer for approval on a monthly basis. No extra payment shall be made for preparation of these as-built plans. All roads, stormwater drains, manholes, culverts, stormwater pipes, subsoil drains and the like shall be co-ordinated together with their invert and cover/ground levels on the as-built drawings. The Certificate of Completion shall only be issued once all the as-built information has been received and verified by the Engineer.

PSA 5.14 Clearance of Site on Completion

The Contractor shall obtain, from the Employer being affected by the Works, a certificate to the effect that the Employer is satisfied with the standard of reinstatement of any fences, boundary walls or structures, compensation paid for loss or damage to stock, crops or property, material spoiled on their properties or any other condition affecting their properties as a result of the operations of the Contractor. The Contractor shall further obtain a Clearance Certificate from each and any authority whose services have been affected or installed during the construction of the works. All such certificates must be lodged with the Engineer before the Certificate of Completion will be issued.

PSA 5.15 Community Liaison Officer

A provisional sum is included to allow for the salary of a person working full time as the Community Liaison Officer for the duration of the construction on this Contract. The sum does not include for costs such as transport, office space, communication and any other requirement necessary. The Contractor shall ensure that the salary and other expenses such as payment to the Community Liaison Officer members are paid timeously in accordance with the payment dates of his own staff. A separate item for overheads, charges and profit on the above item is applicable.

PSA 6 TOLERANCES

PSA 6.1 Degrees of Accuracy

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".

The Contractor shall construct each of the various parts of the Works to a degree of accuracy except where otherwise specified.

PSA 7 TESTING

PSA 7.1 Testing Principles

Add the following to this clause:

Every completed work Process operation / Activity on a section of the road intersections as described in the Product/Process Inspection & Test Plan (ITP) shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the construction, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of the check testing indicating that the work is to specification. The Engineer shall be given 24 hours notice of when testing or inspections are required.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such check tests show that the Contractor's control testing be such that the quality of the Contractor's work can be called into question, then the Engineer may order further check tests to be carried out on work already completed. All costs associated with such check tests shall be for the Contractor's account, as also the costs of any other check test whose results do not comply with the specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

Add the following new Subclause:

PSA 7.5 Acceptance Control Testing

A laboratory (Sanas Accredited) will not be required on site for the Engineer's use and all acceptance control testing shall be done through a commercial laboratory. The Contractor shall provide his own testing laboratory which shall be capable of carrying out all necessary testing for process control. The Contractor's laboratory shall be subject to the Engineer's approval. The Engineer shall be given free access to the results of testing carried out by the laboratory.

The cost of acceptance control testing carried out by the Engineer will not be for the Contractor's account and will be paid for under the Prime Cost Sum allowed for the Schedule of Quantities, unless the tests reveal that the material is not in accordance with the Specifications. In which case, the costs of such test shall be borne by the Contractor.

Acceptance control testing will only be carried out on the written instruction of the Engineer.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 Measurement

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".

Add the following new Sub subclause:

PSA 8.1.3 Security

The Tenderer must make allowance for the provision of security for his personnel, plant and equipment on the site or work points at his own cost. The cost of security is deemed to be included in Section 1: Preliminary and General.

PSA 8.2 Payment

PSA 8.2.1 Fixed-charge and Value-related Items

The sum tendered for each fixed-charge and value-related item will be paid in a single payment in terms of the first progress certificate issued after the Contractor's obligations in respect of that item have, in the opinion of the Engineer, been discharged.

PSA 8.2.2 Time-related Items

Payment for time-related items will be affected as follows only after payment for the relevant fixed-charge item has been made: Subject to the provisions of 8.2.3 and 8.2.4, payment of incremental amounts (calculated by the division of the remainder of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorized in each of the subsequent progress certificates until the sum tendered has been paid.

NOTE: An approved extension of time will qualify the Contractor to receive payment for each relevant time-related item at a unit rate determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PSA 8.4.2.2 Facilities for the Contractor

Add the following to this clause:

Facilities for the Contractor shall include all the costs of providing water for construction. The Contractor shall apply to the relevant Water Service Provider or Employer for water and sanitation connections. All costs attached thereto shall be to the Contractor's account.

PSA 8.5 Sums stated Provisionally by the Engineer

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated. Payment will be made on the basis of the sums actually paid for such work".

PSA 8.5 a) Employment of a Community Liaison Officer

A Community Liaison Officer (CLO) must be employed after consultation with Ward Councillor by the Contractor for the duration of the Contract as detailed in Clause 10.19 of the Special Conditions of Contract. The CLO will be selected from within the local community. Remuneration of the CLO will be determined by the Engineer after consultation with the Employer, and this salary will be paid by the Contractor.

The CLO will become the entire responsibility of the Contractor as part of his normal workforce. The CLO will be appointed immediately before work commences.

PSA 8.6 Prime Cost Items

Amend the penultimate sentence of Subclause 8.6 to read:

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods and work, exclusive of VAT." Subject to approval by the engineer upon provision of three quotations before any work or purchases are undertaken

PSA 8.7 Daywork

All daywork rates are inclusive of supervision and all overheads. Daywork rates will apply irrespective of the conditions contained in Clause 5.7 of the General Conditions of Contract.

PSA 8.8 Temporary Works

Add the following to this clause:

No separate payment will be made for the cost of maintaining the temporary access roads, the removal of the roads and the reinstatement of the areas, on completion. These costs are deemed to be inclusive in the applicable rates and will not be paid for separately.

PSA 8.8.2 Accommodation of Traffic

The tendered rate shall include for traffic accommodation as described in PSA 5.2 of this Document.

The Contractor is to liaise with the Gauteng Provincial Department of Roads & Transport (for provincial roads) and the Tshwane Roads & Stormwater Department (for municipal roads) with regards to any temporary road closures as required during this contract. As the Works are to be constructed within a built-up urban area, the Contractor will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses. Accommodation of traffic strategy during construction shall be presented by the Contractor to the Engineers prior to Construction. (e) Location of the Works the Works to be constructed are located in City of Tshwane as illustrated on the Locality Plan as indicated in Part

No separate item shall be allowed for in the Schedule of Quantities for the accommodation of the contractor's traffic. The Contractor's movement of construction activities is mainly between the site camp and the construction site. In the event that the Contractor need to cross any existing service or municipal road, he will ensure that he takes all necessary precautions for safety which will be deemed included in his rates.

Add the following new payment items:

PSA 8.9 Topographical Survey prior to construction commencement

The unit of measurement shall be the Lump Sum (sum).

The tendered rate shall include for supplying the engineer with a survey of all the work areas in electronic format in an acceptable ASCII, CSV, model maker and DWG file type. The contractor shall allow the engineer one week from receipt of the survey to recalculate quantities and remodel the water and sewer reticulation systems, where applicable

PSA 8.10 As-Built Drawings

The unit of measurement shall be the Lump Sum (Sum).

The tendered rate shall include for supplying the Engineer with “as-built” surveys of the Works in marked-up drawings, survey data in electronic format and schedules as described in PSA 5.1.3 of this Document. The survey is to include the X, Y and Z coordinates in an approved form.

SABS 1200 AB - 1986: ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 Nameboards

Add the following:

One Employer's name boards shall be erected within two weeks of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer. For details of the board refer to the Standard Drawings contained in this document.

Erection of One Contractor's name boards that comply with the drawing(s) provided is required in the area of the Works, at a position approved by the Engineer, who may at any time order their removal if any objections are received.

The board shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations to the drawing attached.

All name boards shall be removed 14 days before the date of the Final Approval Certificate.

PSAB 3.2 Office Building(s)

Replace the contents of this clause with the following: -

The Contractor shall supply, maintain and service one office of 9m² minimum floor space and a ceiling height of 2.5m with lighting for the sole use of the Engineer.

The furniture stated SABS 1200 AB-1986 clause 3.2, (a.... j) shall be replaced by the following items to be provided in the site office:

- One desk 1.5m long x 0.9m wide with four (4) drawers (one lockable).
- One trestle table, 2.0m long x 1.0m wide x 0.9m high, with a smooth top.
- One Office swivel chair, two visitors' chairs.
- An acceptable blind to each window.
- A pin board, 1.5m long x 1.2m high for displaying plans and diagrams.
- A whiteboard of 2m² size with 3 coloured markers and duster
- Acceptable lighting
- provision of two 15-amp volt plugs points with power supply
- An air conditioner in proper working order.
- One A3 colour printer.
- One small electric refrigerator.
- An acceptable blind on each window.
- a fire extinguisher which shall be adequately maintained by the Contractor

The Contractor sum shall also include for a basin with running water, a lockable toilet for the exclusive use by the Engineer and Employer and 3 No. covered parking bays that shall be erected for the sole use by the Engineer, Employer and his staff.

The Contractor shall also supply, maintain and service a boardroom for 24m² minimum floor area able to seat 10 people for joint use by him and the Engineer. This room shall be equipped with adequate lighting, two power points, chairs, tables, a 2m² whiteboard, a 2.5m² pinboard with stationary and an air-conditioner in proper working order.

The Contractor will be required to provide for daily cleaning of the Engineer's office, boardroom and toilets. Payment for the cleaning of the offices will be deemed to be included in the Tenderer's General rates.

PSAB 4 PLANT

PSAB 4.1 Telephone

Replace clause 4.1 with the following: -

The Contractor will be required to supply the Resident Engineer with reliable internet, Wi-Fi or 3G / LTE for the duration of the Contract. The Contractor shall be responsible for the cost of all calls, installation, rental, supplies, maintenance, etc.

The Contractor will not be required to supply the Engineer with any mobile device/phone, but the Contractor will be required to pay for all calls made from his cellphone pertaining this Project up to a maximum amount of R500.00 per month as soon as the contract has commenced.

PSAB 5 CONSTRUCTION

Add the following clauses:

PSAB 5.5 SURVEY EQUIPMENT

The Contractor shall upon request provide the following survey equipment on the Site from commencement to the completion of the Works.

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with a protective cover bag;
- ranging rods;
- 1 x 100 metre Stilton tape measure and measuring wheel;
- Wooden and steel pegs and hammers as required.

The equipment shall be provided for the exclusive use of the Engineer. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

The following additional equipment/services may be required from time to time by the Engineer and shall be supplied by the Contractor when required. The equipment/service may be shared with the Engineer.

Two chainmen to assist with levelling and surveying.
Spray paint (selected colour)

PSAB 5.6 Site Instruction books

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer. Reasonable notice shall be allowed before inspections. The Site staff in writing shall record all inspections requests and approval/disapproval thereof. All requests must be signed and dated by the Engineer before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Engineer to record that each section, or work item, complies with the specification of the relative work. Failure to update or provide sufficient records may result of a 10% interim payment reduction being withheld.

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.2 Payment

Add the following payment clauses:

PSAB 8.2.1 Fixed and Time Related Charges

PSAB 8.2.2 Telephone

The unit of measurement shall be the Prime Cost Sum (PC Sum).

The Engineer shall reconcile the service provider's account each month for telephone / mobile calls made pertaining to the Project, and the Contractor shall reimburse the service provider directly within 7 days of receipt of the account.

PSAB 8.2.3 Survey Equipment

Payment for compliance with Clause PSAB 5.6 on the following basis:

Payment will be made for the supply of the equipment specified in clause PSAB 5.5 under the fixed P&G rate on verification by the Engineer that the equipment specified is on site. Should any of this equipment be removed from the site during the course of the contract then, any payments made for the supply of this equipment will be reversed out of the next interim certificate.

Payment will be made for maintaining the above equipment in a suitable condition under the time-related P&G rate.

SABS 1200 DM – 1981: EARTHWORKS (ROADS, SUBGRADE)

PSDM 5 CONSTRUCTION

PSDM 3 MATERIALS

PSDM 3.1 Classification for Excavation Purposes

Replace clause 3.1 with the following:

The Contractor may use any method he chooses to excavate any class of material but the chosen method of excavation shall not determine the classification of the excavation.

Classification of material other than soft shall be agreed upon prior to excavation commencing. The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new Classification is warranted. Failure on the part of the Contractor to notify the Engineer timeously shall entitle the Engineer to classify the excavated material at his discretion.

Notwithstanding the provisions of this subclause no distinction will be made between soft and intermediate excavation. All excavation, other than in hard rock excavation, shall for measurement and payment purposes be classified as soft excavation.

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(i) Soft excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation shall be material not falling into the category of hard rock excavation

(ii) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

- This classification includes materials such as:
- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- Cemented sedimentary rocks.

Extra-over payment will be made for hard rock excavation and boulder excavation class A and B provided the surface levels of the hard rock have been recorded on drawings signed by the Engineer before it is excavated.

PSDM 3.2 Classification for Placing Purposes

PSDM 3.2.1 General

The nomenclature used for the classification of the various material types to be used in the designed pavement layers is that defined in the NITRR documents TRH 4 and TRH 14.

Where G or C class materials are called for in these Project Specifications, the material shall conform in all respects to the requirements of G or C class materials as described in TRH 14 in preference to the material properties given in Subclause 3.2.3.

PSDM 3.2.3 Selected Layer

Add the following:

The Contractor shall obtain selected subgrade material from a designated borrow area or a source of his own choice subject to approval by the engineer.

The unit rate tendered shall include all procurement related costs, including haulage. The material quality shall comply with that of a G5 quality material which conforms in all respects to the requirements as described in the NITRR documents TRH 4 and TRH 14 and shall be compacted in 150mm thick layers at OMC to a density of at least 93% of Mod AASHTO.

***PSDM 3.2.4 Planting of indigenous trees**

The contractor shall create a reedbed area and or bioretention area at the discharge points of all stormwater trapezoidal drains as directed by the Engineer.

With the consultation of a Botanist and or a Landscape Architect the Contractor shall procure specified trees to plant in the designated areas. The trees must be of good quality to be pre-approved by SANBI prior procurement and must ensure that there are not of invasive root system.

PSDM 5 CONSTRUCTION

PSD 5.1.1 Safety, Existing Services, Stormwater, etc. and Nuisance

Add the following paragraph

The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to carry out and protect the Works.

PSDM 5.2 Methods and Procedures

PSDM 5.2.1 Stripping of Site

None

PSDM 5.2.2 Cut and Borrow

PSDM 5.2.2.2 Dimensions of Cuts

In addition:

i) Overbreak and working spaces shall be over excavated and backfilled at the Contractor's expense and shall not be measured.

The minimum depth of blasting shall be 750mm, and where depths of less than 750mm are required to form the stormwater drains slope surfaces, the Contractor shall allow for the extra depth of blasting. This extra volume will not be measured nor paid for, and the Contractor shall backfill the over-excavation at his expense.

PSDM 5.2.2.4 Temporary stockpiling of materials

Add the following paragraph:

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".

The Contractor shall program the works in such a manner that suitable excavated material from the site or imported from a commercial source, shall be placed directly in the appropriate position infill to ensure that temporary stockpiling is not needed. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of all the trapezoidal stormwater drains; headwalls; hydraulic structures and pipe trenches, except when so ordered in writing by the Engineer.

PSDM 5.2.3 Treatment of Roadbed

PSDM 5.2.3.3 Treatment of Roadbed

a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The roadbed shall be scarified to a depth of 150 mm, watered, shaped and compacted to 93 % of AASHTO density, except where otherwise ordered by the Engineer. Where the existing subgrade material does not conform to the G8 specifications (CBR>15) as per the TRH 20, the Contractor is to notify the Engineer and request approval for inclusion of a selected sub-grade layer. In this case the box floor shall be lowered by an additional 300mm, levelled and compacted to 93% Mod AASHTO.

PSDM 5.2.4 Fill

PSDM 5.2.4.1 Preparation

Before any fill commences, the existing surface shall be surveyed, the existing ground line checked against the design grade and cross section and measured for cut and or fill quantities. The Engineer may then revise the design lines to suite the ground shape. Erosion gullies shall first be filled and, following normal practice, the top of 150mm shall be scarified and recompacted to 93% Mod AASHTO maximum density.

PSDM 5.2.4.2 Placing and Compaction

Replace Clause (g) with the following:

With the exception of sand and rock fill, the material used as fill at structures shall be compacted in 150mm thick layers at OMC to a density of 93% of modified AASHTO maximum density.

PSDM 5.2.8 Transport for Earthworks

PSDM 5.2.8.1 Free haul

Replace Clause 5.2.8.1 with the following:

All movement of cut to fill and cut and spoil material shall be regarded as free haul. In addition, all movement of topsoil, overburden soil or any other material within the boundary of the site or to a spoil site selected by the Contractor shall be regarded as freehaul.

PSDM 5.2.8.2 Overhaul

There will be no overhaul measured in this contract. All haulage (including that from commercial sources) shall be considered free haul. The cost of haulage shall be deemed to be covered by other rates in the Bill of Quantities.

PSDM 7 TESTING

PSDM 7.1 General

Further to the requirements of Clause 7.2, the following shall apply

The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of subclause PS 5.4, to carry out sufficient tests on a regular basis as agreed between it and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSDM 7.2 Process Control

Further to the requirements of Clause 7.2, the following shall apply

The average field relative compaction at OMC of the subgrade shall be taken and recorded after every second (2nd) panel on the base and on both side slopes of the trapezoidal stormwater drain.

A field relative compaction shall be taken at the discretion of the Engineer.

PSDM 7.3.2 Routine Inspection Testing

Replace the contents of this sub-clause with the following:

No density shall be less than the specified minimum density for the relevant layer. The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.1 Basic Principles

Further to the requirements of Clause 8.1, the following shall apply:

a) Bulking and Shrinkage

For measurement and payment purposes, no allowances will be made for bulking or shrinkage, and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill. In the event of there being surplus material encountered on-site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled. Similarly, should the material shrink the Tenderer shall allow for the importation of material.

Volumes

Measurement for bulk earthworks shall be from a topographical survey and DTM modelling only.

c) Restricted Work

No extra or separate payment will be made for work considered to be of a restricted nature. These costs shall be deemed to be covered by other rates in the Schedule of Quantities.

d) Stockpiling of material

The Tenderer must note that it may be necessary to stockpile some of the excavated material before the fill areas become available. Allowance for any costs incurred in the stockpiling as described in Clause 8.3.11 must be made in the cut to fill / spoil / stockpiling rates as items have not been included in the Schedule of Quantities to cover stockpile handling

PSDM 8.3 SCHEDULED ITEMS

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".

PSDM 8.3.2 Removal of topsoil to stockpile

None

PSDM 8.3.3 Treatment of Roadbed

The Bid rate shall also include for all restricted work where appropriate.

PSDM 8.3.4 Cut to fill, borrow to fill

Replace the contents of this sub-clause with the following

(a) Cut to fill compacted to 93% of modified AASHTO maximum

density Unit : m3

The rate tendered shall cover the cost of excavating from the site as if in soft material, temporary stockpiling if necessary, transporting, preparing, processing, shaping, watering, mixing, compacting in 150mm thick layers to percentage of modified AASHTO maximum density specified, trimming to the required tolerance and testing the fill.

(b) Borrow to fill from commercial or off-site sources located by the Contractor compacted to 93% of modified AASHTO maximum density..... Unit: m3

The rate tendered shall cover the cost of acquiring the material from commercial or off-site sources located by the Contractor subject to the approval of the Engineer, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting in 150mm thick layers to a percentage of modified AASHTO maximum density specified, trimming to the required tolerance and testing the fill. No additional payment will be made for excavation not specified on drawings, difficult work or hand operations in confined areas.

PSDM 8.3.7 Cut to spoil or stockpile from

Delete item (b) of this clause and add the following:

No payment shall be made for intermediate excavation. Excavation normally classified as Intermediate excavation shall be paid as per rate for soft excavation (8.3.7.a)

Add the following Clause

In addition to Clause PSDM 8.3.4, the tendered rate shall also include for selection of the excavated material irrespective of depth or extent of the material ordered to be removed and stockpiled at a designated area approved by the Engineer on Site.

The excavated material taken to stockpile shall be free of any rock or boulders in excess of 200mm in size. Any rock or boulders in excess of 200mm are to be separated out of the material and taken to a separate stockpile.

PSDM 8.3.13 Surface finishes

Change the Units and Replace the Contents of (a) with the following

(a) "m²" TO "m³"

The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

Payment for the provision of imported top soil material from a commercial source will only be made where they cannot be selected from the excavation within the confines of the site or within 5 km of the point where it is required and where it is ordered in writing by the Engineer whichever is the lesser.

The tendered rate shall include transporting, off-loading, spreading, shaping and lightly compacting the topsoil."

Add the following:

(b) Grassing or other Cover..... Unit: m²

Measurement shall be the surface area. The tendered rate shall include full compensation for acquiring the sods, planting and maintenance in accordance with the requirements of PSDM5.2.4.3; including the landscape Architects and or Botanists costs.

(c) Surface finishes Planting of indigenous trees..... Unit: No

Measurement shall be the number of trees. The unit rate tendered shall include full compensation and maintenance for planting and maintenance in accordance with the requirements of PSDM3.2.4 and PDSM5.2.9; including The Landscape Architects and or Botanists costs; preparation of the substrate conducive for tree growth.

PAG.1.4.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015 and the applicable heading.

An asterisk (*) placed next to an SCC subclause number denotes the inclusion of an additional/new subclause for which no equivalent appears in General Conditions of Contract 2015.

PAG.1.4.2.1 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Ref. Clause

1.1 DEFINITIONS

SCC1.1.15 The Employer means: The South African National Biodiversity Institute (SANBI)

SCC1.1.16 The Engineer means: Triviron Project Management (Pty) Ltd

1.2 INTERPRETATIONS

SCC1.2.1 *Add the following new sub-sub clauses:*

SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;

SCC1.2.1.4* posted to the addressee and delivered by the postal authorities; or

SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word addresses insert and/or facsimile.

2. BASIS OF CONTRACT

AVAILABLE DATA AND INFORMATION

SCC2.1.4* *Add the following new sub-clauses:*

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall

from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

4. CONTRACTORS GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

SCC 4.1.1 Add the following new paragraph:

Where the contract calls for the Contractor to design, or where the Contractor elects to offer a design of or affecting the permanent works, the design shall be subject to the written approval of the Engineer. The Contractor shall make any changes required by the Engineer at no extra cost to the Employer.

SCC4.1.2 In Sub-Clause 4.1.2, line 3, amend any drawing to read any design, drawing.

4.3 LEGAL PROVISIONS

Add the following new sub-subclauses:

SCC4.3.3* The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC4.3.4* The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) 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 from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) 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 in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

4.11 COMPETENT EMPLOYEES

Add the following new sub-subclauses:

SCC4.11.3* Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as specified in Section C.1.3.4 of this Document.

5. TIME AND RELATED MATTERS

5.5 TIME FOR PRACTICAL COMPLETION

SCC5.5.1 ***Add the following paragraph to this sub-subclause:***

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3-week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

5.6 PROGRAMME

Add the following new sub-clause:

SCC5.6.6* The contractor shall allow the engineer one week, from the receipt of the initial survey of the earthworks, as directed by the engineer, in acceptable format to revise levels and quantities, where applicable.

5.9 INSTRUCTIONS

SCC5.9.1 **After the word instructions, insert “(excluding the SABS 1200 Standardised Specifications)”.**

SCC5.9.2 **In Sub-Clause 5.9.2, line 2, after the word Works, insert “within an agreed time”,**

SCC5.9.7 ***Add the following to the sub-clause:***

Although the Engineer may approve plans and designs of the Contractor, this does not exempt the Contractor from his responsibility. The professional responsibility for such designs shall be that of the Contractor and his Engineer.

6. PAYMENT AND RELATED MATTERS

6.2 SECURITY

Add the following new sub-subclauses:

SCC6.2.4* In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in the Contract Data hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

SCC6.2.5* The Contractor shall be responsible for returning the Guarantee to the Guarantor.

SCC6.2.6* Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

6.10 PAYMENTS

SCC6.10.1 In Sub-Clause 6.10.1.5, line 4, amend “documentary evidence” to read “a signed statement”.

6.11 VARIATIONS EXCEEDING 15 PER CENT

Replace the words “15 per cent” with the words “20 per cent” in both the sub-clause title and the sub-subclause.

7. QUALITY AND RELATED MATTERS

7.2 QUALITY OF PLANT, WORKMANSHIP AND MATERIALS

SCC7.2.1 *Add at the end of sub-clause:*

Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.

7.4 SAMPLES AND TESTING

SCC7.4.4 *Delete this sub-clause entirely and substitute it with:*

“No specific payment shall be made in respect of costs for the Contractor’s services in terms of Sub-clauses 7.4.2 and 7.4.3, compensation for which shall be deemed to be included in the tendered rates for the various items of work to which these obligations apply”.

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period”, insert “or within the period specified by the Engineer”, and in line 3 replace “thereafter” with “after the Defects Liability Period”.

8. RISKS AND RELATED MATTERS

8.3 EXCEPTED RISKS

SCC8.3.1 Append Sub-clause 8.3.1.9 with “except where the Contract specifically so provides”,

8.6 INSURANCES

SCC8.6.1 Amend Sub-Clause 8.6.1 to read:

“The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited.”

Amend Sub-Clause 8.6.1.1 to read:

“Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 6.10.1 hereof.”

SCC8.6.6 Add to Sub-Clause 8.6.6

The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data.

Add the following new sub-subclause:

SCC8.6.8* The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10. CLAIMS AND DISPUTES

10.3 DISPUTE NOTICE

SCC10.3.3 In Sub-Clause 10.3.3 delete the words “or as determined in an arbitration award or a court of judgement”

SCC10.7 ARBITRATION

Delete this sub-clause in its entirety.

SCC10.8 COURT PROCEEDINGS

Delete this sub-clause in its entirety.

Add the following new sub-clauses

SCC10.12* COPYRIGHT

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of Triviron Project Management (Pty) Ltd.

SCC10.13* APPLICATION OF VAT

The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 6.10.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 6.8.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

A foreign contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the employer's country.

A local contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the employer.

No contract shall be concluded with any Tenderer whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred Tenderer are in order.

No contract shall be concluded with any Tenderer whose municipal rates and taxes and municipal services charges are in arrears.

SCC10.14* Inspections, tests and analyses

All pre-tender testing will be for the account of the tenderer.

If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the employer or organisation acting on behalf of the employer.

If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the employer shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

SCC10.15* Anti-dumping and countervailing duties and rights

When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the state is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the employer may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

SCC10.16* TRANSFER of contracts

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the employer.

SCC10.17* Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

SCC10.18* Force Majeure

Notwithstanding the provisions of GCC clauses 4.12, 7.1, 7.2 and 7.4, the contractor shall not be liable for forfeiture of its performance security, damages or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event or force majeure.

If a Force majeure situation arises, the contractor shall promptly notify the employer in writing of such condition and the cause thereof. Unless otherwise directed by the employer in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

SCC10.19* Community Liaison Officer (CLO)

The Ward Councillor shall be responsible for the selection of the CLO. The Ward Councillor in whose ward work is to be done will identify a community liaison officer for the project and make that person known to the contractor within two days of being requested to do so. The selected CLO will be accountable to the Contractor.

The CLO shall be employed on a full day basis, for the duration of the contract. When not undertaking specific CLO duties, the CLO will be expected to undertake any other work allocated by the Contractor. The CLO needs to be seen as neutral by all parties and therefore should endeavour not to take sides should a conflict arise.

The minimum skills for a CLO shall include:

- a) An ability to work with others
- b) An ability to communicate in English
- c) An ability to communicate in writing
- d) Sound interpersonal skills

Previous experience in community facilitation, knowledge of construction work and relevant labour legislation would be an advantage.

The contractor will be required to enter a written contract with the CLO that specifies the hours of work and the wage rate of the CLO and the duration of the appointment.

Duties to be undertaken by the CLO which could include:

- Assisting in all respects relating to the recruitment of local labour and advising them of their rights.
- Acting as a source of information for the community and councillors on issues related to the contract.
- Keeping the contractor advised on community issues and issues pertaining to local security.
- Assisting in setting up any meeting or negotiations with affected parties.
- Keeping a site diary of any labour or community issue that may arise.
- Any other duties that may be allocated by the contractor.

It must be noted that the CLO has no authority to issue any instructions to the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the contractor shall have the right to choose from that pool. The contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C3.4 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 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.

C3.3.1.3 Default in submission of programs

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

C3.3.2 **Health and Safety**

C3.3.2.1 Health and Safety specification

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

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

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C3.5 Annexures

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PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF EXISTING PAVING AT THE BOOM STREET PARKING AREA AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI: NZG397/2021

C4.1 SITE INFORMATION

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PART C: THE CONTRACT

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C4.1 Site Information

C4.1.1 Site Location

The Pretoria National Zoological Garden is under the custodianship of the SANBI and is located in Pretoria, Gauteng.

The site is located at:

PRETORIA NATIONAL ZOOLOGICAL GARDEN

Physical Address:

232 Boom Street

Pretoria

South Africa

GPS Co-ordinates:

28°11'19.7"E 25°44'20.9"S

See the attached locality map below.

For further detailed information please refer to **Annexure A: Set of Drawings**.

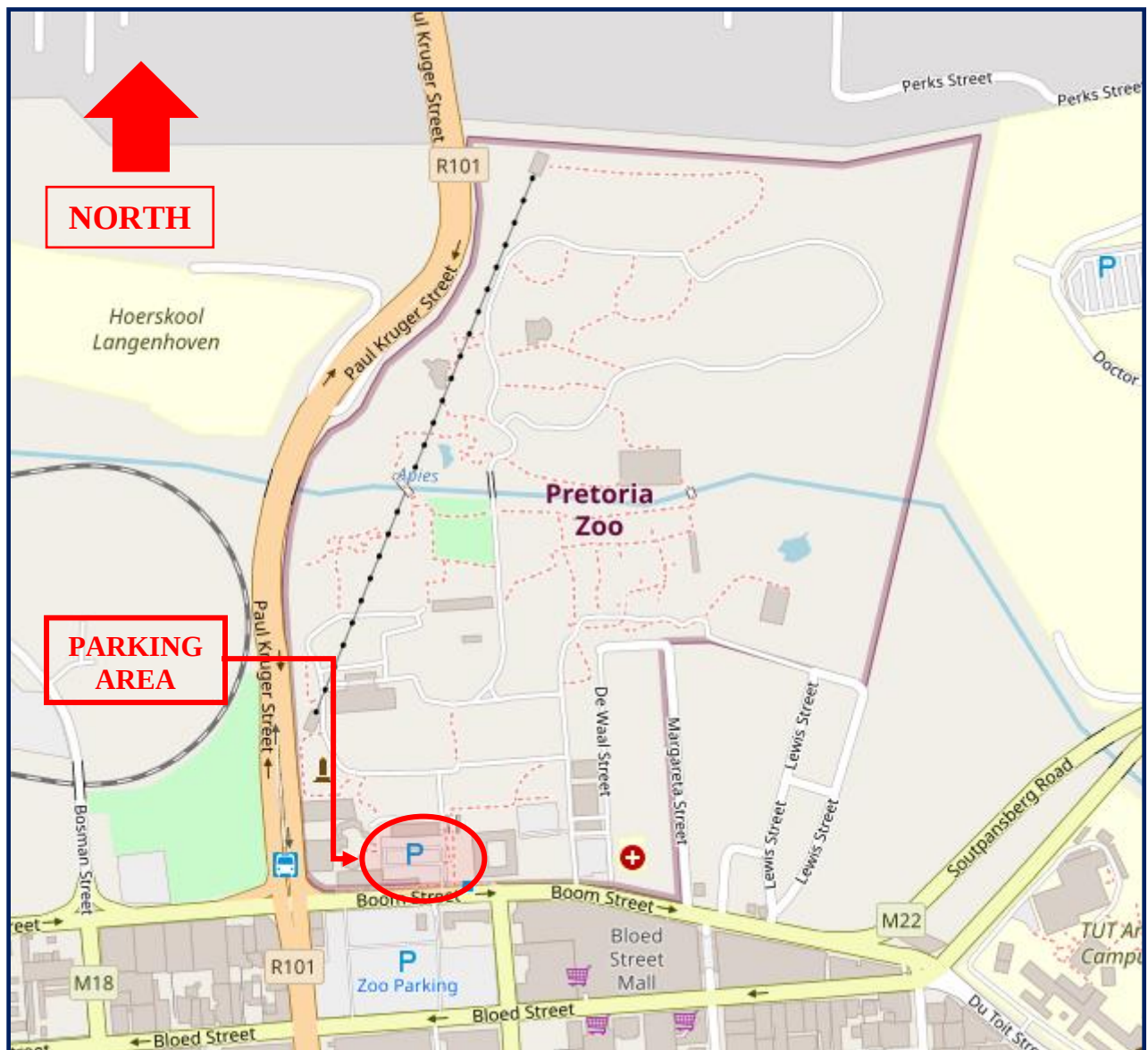


FIGURE 1 LOCALITY PLAN

ANNEXURE A: DRAWINGS

ANNEXURE B: HEALTH AND SAFETY SPECIFICATIONS