



THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

Contract No: SANBI: NZG330/2019

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO

February 2019

Issued by:

The South African National Biodiversity Institute
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Contact Details:

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

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

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

Advertising date:	15 February 2019	Closing date:	5 March 2019
Closing time:	11:00	Validity period:	120 days

It is expected that tenderers should have a CIDB contractor grading of **6CE or 5CEPE or higher**

- Tender documents will be available as from **15 February 2019** on the SANBI website www.sanbi.org
- A **compulsory** pre-tender site inspection meeting will take place on site on **26 February 2019** at 11:00 at the Mokopane Biodiversity Conservation Centre (MBCC), Mokopane, Limpopo. Access to the MBCC is via Thabo Mbeki Drive (R101).

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 Mark Howitt
E-mail:	m.howitt@sanbi.org.za
SANBI SCM Representative	Ms. Monica Thapeli
E-mail:	Monica.thapeli@sanbi.org.za

The closing time and date for the receipt of tenders is **11:00 on 5 March 2019**.

The tenders will be opened in public if required (please note that the two-envelope system is being followed). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 Tender Data

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

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
F.1.1	The employer is: The South African National Biodiversity Institute Private Bag X101 Silverton 0184
F.1.2	The Tender Documents issued by the Employer comprise the following documents: 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 THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee Part C2: Pricing Data C2.1- Pricing Instructions C2.2 – Bill of Quantities Part C3: Scope of Works C3.1- Description of the works C3.2 – Construction C3.3 - Annexures
F 2.1.1	The tender will only be considered for Evaluation (deemed to be responsive) if a) The Tenderer provides all the relevant information required in the Returnable Documents Checklist b) The Tenderer attends the compulsory clarification meeting as per T1.1. c) The tenderer scores above the minimum score in respect of the quality criteria stated in F.3.11.9 of this Tender Data.

F.2.1.2	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.																				
	<table><tr><th>Category of tender</th><th>Upper limits per CIDB Regulation 17</th></tr><tr><td>1</td><td>R0.2m</td></tr><tr><td>2</td><td>R0.65m</td></tr><tr><td>3</td><td>R2m</td></tr><tr><td>4</td><td>R4m</td></tr><tr><td>5</td><td>R6.5m</td></tr><tr><td>6</td><td>R13m</td></tr><tr><td>7</td><td>R40m</td></tr><tr><td>8</td><td>R130m</td></tr><tr><td>9</td><td>No Limit</td></tr></table>	Category of tender	Upper limits per CIDB Regulation 17	1	R0.2m	2	R0.65m	3	R2m	4	R4m	5	R6.5m	6	R13m	7	R40m	8	R130m	9	No Limit
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	5	R6.5m																			
	6	R13m																			
	7	R40m																			
8	R130m																				
9	No Limit																				
Joint ventures are eligible to submit tenders provided that:																					
1. every member of the joint venture is registered with the CIDB;																					
2. the lead partner has a contractor grading designation in the 5CE or 4CEPE class of construction work; and																					
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or 5CEPE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.																					
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.																				
F.2.8	Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least two working days before the closing time stated in the tender data.																				
F.2.12	Main tender offers are required to be submitted together with alternative tenders.																				
F.2.12	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 Engineer/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.																				
F.2.13.3	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: - Financial: 1 original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and - Technical: 3 copies excluding Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bill of Quantities.																				

	INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE THREE COPIES <u>WILL</u> LEAD TO THE BID BEING DISQUALIFIED. The original document will be placed in one envelope and the three copies 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 F2.13.5 below • The identification details as stated in F2.13.5 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.
F.2.13.5	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: Administration Building, National Zoological Garden, 232 Boom Street, Pretoria, Gauteng Province
F.2.15.1	Identification details: Tender number: SANBI: NZG330/2019 Title of Tender: REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
F.2.13.6	A two-envelope procedure will be followed as described in clause F.2.13.3.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 120 days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	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 off the CIDB website (www.cidb.org.za) 3) A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour. 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 or a licensed compensation insurer. 5) Proof of agreement between the contractor and Professional Service Provider which shall detail the contractual relationships and management structure for the project.
F.2.24	The tenderer is required to submit with the tender the following documents: 1) Completed Tenderer OHS Management System Questionnaire (based on the Baseline Risk Assessment and OHS Specifications attached) in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993.
F.3.4	The tenders will be opened in public if required (please note that the two-envelope system is being followed).
F.3.11.1	The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Financial offer, quality and preferences in accordance with F.3.11.5.
F.3.11.7	Scoring financial offers The financial offer will be scored using Formula 1 (Option 1) where the value of W1 is 80 points.

F.3.11.8	Scoring preference A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003)(B-BBEE) and the Regulations, 2011 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000)(PPPFA) and the Preferential Procurement Regulations, 2017. Points awarded will be according to a tenderer's B-BBEE status level of contribution and summarised in the table below: <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of points (90/10 system)</th><th>Number of points (80/20 system)</th></tr><tr><td>1</td><td>10</td><td>20</td></tr><tr><td>2</td><td>9</td><td>18</td></tr><tr><td>3</td><td>8</td><td>14</td></tr><tr><td>4</td><td>5</td><td>12</td></tr><tr><td>5</td><td>4</td><td>8</td></tr><tr><td>6</td><td>3</td><td>6</td></tr><tr><td>7</td><td>2</td><td>4</td></tr><tr><td>8</td><td>1</td><td>2</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table> Eligibility for preference points is subject to the following: (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette No 32305 of 5 June 2009; and (b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C2; and (c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice No 810 of 31 July 2009.; NOTE: A tender should submit a valid original or certified copy of a B-BBEE certificate or a sworn affidavit to claim B-BBEE points. Failure to submit an original or certified copy of B-BBEE certificate will not lead to disqualification, but no points will be awarded for B-BBEE status. (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to Returnable Schedule Form T2.1.06.	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	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
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7	2	4																													
8	1	2																													
Non-compliant contributor	0	0																													
F.3.11.9	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. <table><tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr><tr><th>ID</th><th>CRITERIA</th><th>POINTS</th></tr><tr><td rowspan="3">1</td><td>Implementation method and project plan or programme</td><td>25</td></tr><tr><td>• Method to be followed in delivering this project</td><td>(15)</td></tr><tr><td>• Weekly plan/programme with milestones for the 8-month contract</td><td>(10)</td></tr><tr><td>2</td><td>Main Contractor's Experience</td><td>35</td></tr></table>	FUNCTIONALITY CRITERIA			ID	CRITERIA	POINTS	1	Implementation method and project plan or programme	25	• Method to be followed in delivering this project	(15)	• Weekly plan/programme with milestones for the 8-month contract	(10)	2	Main Contractor's Experience	35														
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2	Main Contractor's Experience	35																													

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

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

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

F.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
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	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 a written notice to this effect; e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.16); f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer (Letter of good standing with COIDA); g) 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).
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Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- (a) **conflict of interest** means any situation in which:
 - (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - (ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (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

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

F.1.4 Communication and Employer's Engineer

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

F.2.10.4 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.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

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

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

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

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

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.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.

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

F.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.

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

- (a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- (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.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- (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.

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

- (a) the gross misplacement of the decimal point in any unit rate;
- (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.

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

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

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

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial Offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5 Method 4: Financial offer, quality and preferences

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

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- (a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- (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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- (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.

F.3.14 Prepare contract documents

F.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.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 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.

T2.1: LIST OF RETURNABLE DOCUMENTS

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

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 JVs (T2.1.02) (If Applicable)	2 Pages	■ Yes ☐ No
Special Resolution of Consortia or JVs (T2.1.03) (If applicable)	3 Pages	■ Yes ☐ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	■ Yes ☐ No
Capacity of Tenderer (T2.1.05)	3 Pages	■ Yes ☐ No
Preference Point System (T2.1.06)	6 Pages	■ Yes ☐ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	■ Yes ☐ No
8-month preliminary work programme with estimated monthly expenditure (T2.1.08)	1 Page	■ Yes ☐ No
Unemployment Insurance Fund (UIF) (Clause F2.23)		■ Yes ☐ No
Compensation of Occupational Injuries and Disease Act (COIDA) (Clause F.2.23)		■ Yes ☐ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Site Inspection Certificate (T2.1.09)	1 Page	■ Yes ☐ No
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
A copy of the Central Suppliers Database Registration Report or registration number (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 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	5 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 (3 COPIES)

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 JVs (If applicable)	
T2.1.03	Special Resolution of Consortia or JVs (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	
T2.1.09	Site Inspection Certificate	
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 Central Suppliers Database (CSD) Registration Report or Registration number	
T2.1.14	Financial reference	
T2.1.15	Record of Addenda to tender documents	
T2.1.16	Compulsory Enterprise Questionnaire	
T2.1.17	OHS Management System Questionnaire	
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
SBD 9	Certificate of Independent Quotation Determination	
Clause F.2.23	Unemployment Insurance Fund (UIF)	
Clause F.2.23	Compensation of Occupational Injuries and Disease Act (COIDA)	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	
Form T2.1.08	Estimated Monthly Expenditure	

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

4. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Name of Contractor	Proportion (%)

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

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

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

- B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.
- E. 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.
- F. 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.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

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

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

Name of representative	Signature	Capacity	Date

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

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

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 artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

1.1. Provide full particulars of:

Machinery	Plant	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								

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 2017

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, 2017.

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 equal to or above R30 000 and 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 000 000.00 (all applicable taxes included) and therefore the 80/20 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

- 2.1.1 **“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 an 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

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”.

- 2.18 **“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:

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

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 5 (2) and 6 (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	14
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.

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

6. 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

- 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]

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".

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

.....

2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

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

[illegible]

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T2.1.08: 8-MONTH WORK PROGRAMME WITH ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary 8-month programme and his tendered unit rates.

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

T2.1.09: SITE INSPECTION MEETING CERTIFICATE

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019
CLOSING DATE:	4 March 2019 at 11:00

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: _____

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

Name of Tenderer	Signature	Date

Name of Engineer's Representative	Signature	Date

T2.1.10: DECLARATION OF INTEREST

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)

9. 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.

10. 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.

11. 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 the _____ day of _____ (month)
_____ (year)

Name of Bidder / Tenderer

Full name of signatory

Capacity of Signatory

Signature



Commissioner of oaths stamp

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 DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

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

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

The nature of the disability is as follows:

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

 Signature Date

OFFICIAL STAMP OF
 MEDICAL PRACTITIONER

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

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

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

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

T2.1.14: FINANCIAL REFERENCES

Notes to tenderer:

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

Details of Company's Bank

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	

T2.1.15: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

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

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

Name of Tenderer	Signature	Date

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".

T2.1.16: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

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

*

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

*Insert separate page if necessary.

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

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

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

*

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

*Insert separate page if necessary.

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

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

Signed: Date:

Name: Position:

Enterprise name:

T2.1.17: OHS MANAGEMENT SYSTEM QUESTIONNAIRE

OHS Plan and completed Tenderer OHS Management System Questionnaire (based on the Baseline Risk Assessment, OHS Specifications and Tenderer OHS Management System Questionnaire attached)

SBD 8**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)? To access 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) 326 5445.	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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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:

SANBI: NZG330/2019
REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND
UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY
CONSERVATION CENTRE IN MOKOPANE, LIMPOPO

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 consortium¹ will not be construed as collusive bidding.

¹ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
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

C1.1: FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the Appointment of a SERVICE PROVIDER TO DESIGN AND BUILD STRUCTURE FOR BIOSECURITY MEASURES AND THE REFURBISHMENT OF THE EXTERNAL BARRIERS OF THE BABOON ROW 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)

Name & signature of witness

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".

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

C.1.2 Contract Data

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND UPGRADE OF EXISTING GRAVEL ROADS AT THE MOKOPANE BIODIVERSITY CONSERVATION CENTRE IN MOKOPANE, LIMPOPO
CONTRACT NO:	SANBI: NZG330/2019
C.1.2 Contract Data	
The Conditions of Contract are the General Conditions of Contract for Construction Works (Second Edition, 2010) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947). Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	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 eight months after the Commencement Date
1.1.1.15	The name of the Employer is The South African National Biodiversity Institute , represented by Mr M Howitt and/or such persons or person duly authorised to be the Employer in writing.
1.2.1.2	The Employer's address for receipt of communications is: Delivery Address: Attention: Acting Supply Chain Manager: Supply Chain Management National Zoological Garden 232 Boom Street Pretoria Postal Address: Attention: Acting Supply Chain Manager: Supply Chain Management National Zoological Garden P O Box 754 Pretoria 0001
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 service provider 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

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".

5.3.1	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.																								
5.4.2	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 commencing on 13 December 2019 and ending on 6 January 2020 (Provisional).																								
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>4 days</td><td>May</td><td>2 days</td><td>September</td><td>2 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>2 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>2 days</td><td>July</td><td>2 days</td><td>November</td><td>5 days</td></tr><tr><td>April</td><td>2 days</td><td>August</td><td>2 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 less than 3mm between 7am and 5pm shall not be deemed to be an inclement weather day.	January	4 days	May	2 days	September	2 days	February	4 days	June	2 days	October	2 days	March	2 days	July	2 days	November	5 days	April	2 days	August	2 days	December	4 days
January	4 days	May	2 days	September	2 days																				
February	4 days	June	2 days	October	2 days																				
March	2 days	July	2 days	November	5 days																				
April	2 days	August	2 days	December	4 days																				

5.13.1	Clause 5.13.1: Penalty for Delay The penalty for failing to complete the Works is R 2 000 per day.
5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is ten (10) years for civil engineering 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: Is not applicable
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 5% of the Contract Sum, including allowances for contingencies. This reduces to 2.5% upon the issue of the Certificate of Completion. The remaining 2.5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defects liability period. 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 <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 <i>in lieu</i> 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 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 R5 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.
10.5, 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:

C1.3 FORM OF GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in

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".

- terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the

said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity.....

Guarantor's signatory: (2)

Part C2: Pricing Data and Bill of Quantities

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C2.1. Pricing Instructions

1. Measurement and payment clauses of the COLTO (1998)/SABS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.
2. 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	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. 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.
5. 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).
6. 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.
7. 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 COLTO (1998)/SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

C2.2. Bill of Quantities

SCHEDULE A: PRELIMINARY AND GENERAL

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount (Excl. VAT) R c
	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1		Fixed-charge items				
A1.1	8.3.1	Contractual requirements	Sum			
		Establish facilities on the Site				
A1.2	SANS 1200 AB 8.3.2	Facilities for Engineer:				
A1.2.1		Office and furniture for Engineer	Sum			
A1.2.2		Protective clothing	Sum			
A1.3	8.3.2	Facilities for Contractor:				
A1.3.1		Offices and storage sheds	Sum			
A1.3.2		Workshops	Sum			
A1.3.3		Laboratories	Sum			
A1.3.4		Living accommodation	Sum			
A1.3.5		Ablution and latrine facilities at both sites	Sum			
A1.3.6		Tools and equipment	Sum			
A1.3.7		Water supplies, electric power and communications	Sum			
A1.3.8		Dealing with water	Sum			
A1.3.9		Access	Sum			
A1.3.10		Fencing and Security for Site Establishment	Sum			
A1.4		Access to and around works	Sum			
A1.5	8.3.3	Other fixed-charge obligations	Sum			
A1.6	8.3.4	Removal of Site establishment on completion	Sum			
		Carried forward / ...				

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		Brought forward / ...				
A1.7		Health and safety:				
A1.7.1	8.2.1	General safety obligations	Sum			
A1.7.2	8.2.2	Risk assessment	Sum			
A1.7.3	8.2.3	Health and safety plan	Sum			
A1.7.4	8.2.5	Training	Sum			
A1.7.5	8.2.6	Medical assessment of employees	Sum			
	SANS 1200A					
A1.7.6	8.3.3	Necessary induction and other compliance to the Health and Safety requirements applicable	Sum			
A2	8.5	Sums stated provisionally by Engineer				
A2.1		Materials testing at independent laboratory	Sum			
A2.2		Commission on Item A4.2 (State % and extend as an amount)	%			
A3	SANS 1200A	Maintain the main access road for the duration of the project and rehabilitate the road upon completion of the work	Sum	-		
A4	8.1.2	Compliance with the requirements of the Environmental Management Plan for the duration of the Contract	Sum	-		
SUB TOTAL		SECTION A : PRELIMINARY AND GENERAL			R	

SCHEDULE B: ROADS

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Amount (excl VAT) R c
		ROADS				
		Concrete stripping	km	1		
		Widening of roads	km	1		
		Widening of corners				
		Sharp corner widened for sharp turn	No.	10		
		Corner reshaped for a slow turn	No.	10		
		Gabion side walling and River crossing "Dorp's River"				
		Gabion side wall	m ³	1		
		Concrete water channel	m	1		
		Road re-surface	km	1		
		Run off and storm water management				
		Berms (speed bump)	No.	10		
		Grader channelling of runoffs	No.	10		
		ROAD VERGES				
		Bush clearing	km	1		
		Clearing of over-hanging branches	km	1		
		Clearing of verges	km	1		
		DIRECTIONAL SIGNAGE				
		Gabion post with foundation for signs	No.	1		
		Large directional board	No.	1		
		Small directional board	No.	1		
		No entry signs	No.	1		
		Speed limit signs	No.	1		
	SUB-TOTAL	SCHEDULE B: ROADS				

SCHEDULE C – PROFESSIONAL FEES

Item No	Payment Clause	Short Description	Unit	No.of hours	Rate	Amount (Excl. VAT) R c
		Professional fees (List below all professionals required for this project) Civil Engineer Occupational Health and safety officer And Other:	Hourly rate Hourly rate Hourly rate Hourly rate Hourly rate			
SUB TOTAL		SCHEDULE C : PROFESSIONAL FEES			R	

		Amount (Excl. VAT)
	SCHEDULE A	
	SCHEDULE B	
	SCHEDULE C	

NET TOTAL OF TENDER

Add 15% for Value Added Tax

GROSS TOTAL OF TENDER
Carried to Tender Form

Signed on behalf of Tenderer

Date

Part C3: Scope of Work

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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:

Scope of Work
Standardised Specifications
Drawings

Description of the Works

C3.1.1 Employer's Objectives

The employer's objective is to renovate and upgrade the internal network of roads to improve access for standard passenger vehicles along the main public routes. All alternative roads also need to be accessible by vehicles with high ground clearance. Boundary and management routes need to be accessible by service vehicles.

The priority of road renovation would be focus on (1) the primary visitor route through the campus, (2) the boundary fence roads and (3) the remaining roads, loops on the north facing mountain slope, and remaining management roads.

The Roads are to be constructed in accordance with, but not limited to COLTO Specifications, for the construction of roads - dirt roads and concrete stripping, water drainage and associated earthworks.

C3.1.2 Overview of the Works

The project entails portions of the current road network broken down into sections:
The entire road network is 70,45km within the historical area of the campus.

Note: The distance have been determined with the aid of Google Earth and GPS plotting on the software "Base Camp" by Garmin with a GPS error margin of between 4-30m. The Roads have not been formally surveyed thus distances are expected to have a margin of error.

C3.1.2.1 Priority of work flow:

- Concrete Stripping on all identified sections
- The remaining required activities along the Identified routes as set out in **C3.1.2.2** below.

Each section is to be completed and invoiced before a new section can be started. This is a cost per measurement project and cost is to be managed in accordance with the total funding available.

- Contract Cost Management:
 - Each new section of road / activity requires a Bill of Quantity (BOQ) that is to be agreed to and approved before work can commence. This BOQ submission is to be done through the bi-monthly meetings.
 - Each section of road / activity approved is to be completed and invoiced before a new activity can commence, i.e. (A) carrying out of current work as approved, (B) The submission of the following section for approval, (C) A new submission may only take place once point A has been completed and invoiced and point B has started.

C3.1.2.2 Breakdown of activities:

1. Roads:
 - a. Concrete Stripping of rocky sections, river crossing and inclines;
 - b. Widening of the roads;
 - c. Corners;
 - d. Road surface; and
 - e. Runoff and storm water management.
2. Road Verges:
 - a. Bush clearing;
 - b. Over hanging trees and branch removal; and
 - c. Clearing road verges.
3. Road signage:
 - a. Directional, speed limit, No entry and exit road sign with posts.

C3.1.3 Detailed specification

The detailed specifications are laid out in the below tables and includes:

C3.1.3.1 The type of activities and required deliverables, Emulation Specification;

C3.1.3.2 The description of estimated work per section of route;

C3.1.3.3 Road Signage Post; Design and Layout.

C3.1.3.1: Type of activity and required deliverables

Scope	Type of Work	Description
Roads	Concrete Stripping	- This is to be done over identified rocky sections or the Public roads and the single river crossing. - The surface needs to be suitably prepared compacted and levelled according to Mod AASHTO 95% density - The concrete stripping is to be (per strip) 1,5m wide * 150mm thick, with a 500mm gap between the two strips. The concrete needs to be reinforced by weldmesh (Ref 193). - The surface is to have a rough finish to ensure tyre grip is maintained while driving over the concrete strips. - The gap between the concrete strips needs to be rock packed to the level of the strips (150mm). - As determined by the gradient of the road water must be channelled off to the down side of the slope, on average 1 every 20m on a gradient of 1:10. The steeper the gradient the closer the water channelling is to be done. - The channelling of water from the high side of the road to the lower side is to prevent the water continuing down the side of the concrete resulting in the eroding of the soil on the sides. - The River crossing / bridge: Only concrete strips and water channelling is to be done, Bridge is in place. The water channelling is to be funnels into a concrete gully (1/2 pipe) which will then control the flow down into the river. - This is to prevent the erosion of the surrounding soils.
	Widening of the roads	- The driving surface of the road needs to be widened to a width of 4m. - The road verge is to be an additional 2m wide added on both sides of the driving surface.
	Corners:	- Along the primary visitor route corners are to be widened suitably to accommodate the turning of a 60 seater bus. (15m radius), - The widening must only be restricted to identified current problem corners. - The identified corners can be either: - Remain sharp, but widened to accommodate a sharp turn of a bus, or - The corner can be reshaped to establish a gradual turn suitable for a bus.
	Gabion Side Wall of the "Dorps' River"	- The River crossing side embankments: To prevent the side embankments at the river crossing from ongoing collapsing. Gabion Walling is to be put in place with the required bidim cloth on the bottom and soil contact side of the gabion. The foundation needs to be stabilized as this soil is high in clay content. - A concrete water channel is to be placed between the Gabion wall and the concrete stripping to channel water down and into the river.
	Road surface	- Section of the road surface requires backfill so as to raise the current road surface so that it is higher than the surrounding natural surface levels. - All road surfaces would need to be ripped to a depth of 150mm deep, shaped to get water off (Cross fall or camber). - An Emulsion is to be mixed into the soils and then compacted to Mod AASHTO 95% density. (Specification for the required Emulsion, see Below: Emulsion

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Scope	Type of Work	Description
		Specifications)
	Runoff and storm water management	- To control and remove water / storm water away from the road the road would need to be shaped accordingly that promotes water removal off the road either the shape of the road can be cambered or Cross fall. - Berms are to be placed at intervals as determined by the gradient and distance of the fall of the road. - The berms are to be wide (3m), raised above the maximum height of the road surface of no less than 200mm at the centre point. - The Berm is to be angled across the road following the natural flow of the water downhill. - To prevent the water from bypassing the berm at the top end. The berm is to start 1m off the side of the road on the higher side and end 2m off the side of the road on the lower side. - Where the surrounding surface would naturally bring the water back onto the road surface, graded water channelling can be done to extend the downside runoff which will assist in removing the potential of returning water flow to the road.
Road Verges:	Bush clearing	- The Road verge 2m wide on both sides of the 4m wide road is to be clear of all and any brush, shrubs, branches from adjacent brush and shrubs. - The plants that are cut / removed and any remaining root structures after grading are to be treated with the herbicide active Ingredient Triclopyr 480g / l, ("Garlon 4" or other products names with the same activate are accepted). - Treatment is to take place within 15 min after cutting or removal to ensure an effective result to stop regrowth. - Any stumps that have been cut are to be below the ground level. So as not to be struck by the blades of the slasher. - The total removal of problematic brush and branches would not be only confined to the 1m section but would also address plants that grow into this 1m section from outside the 1m. - Only large and / or established trees are to remain, but the under growth and branches are to be removed. - All brush cut must be removed way from the road side and can be scattered around in the veldt or packed in eroded areas that are close to the site of clearing. No brush is to be heaped or left in such a manner that it would establish a barrier obstructing the movement of animals and game viewing.
Road Verges:	Overhanging branches	- Overhanging branches which hang over the road, which could hook or damage a bus / game drive vehicle are to be cut back or removed to a height of 4m. - No chemical treatment is required. - The stumps and branches removed are to be discarded in the same way as the brush and shrubs that are removed.
	Clear road verges	- The road verges of 2m wide on both sides of the 4m wide road surface must be clear of rocks that would be picked up by the tractor / slasher while cutting the road verges. - Such rocks are to be cast into the adjacent veld so as to remain outside the road verge, to prevent accidental roll back into the road verge. - Any stumps that have been cut are to be below the ground level. - Only grass and, if occurring, identified large or established trees may remain.
Road signage:	Directional signage at all	The directional road signage would be: Foundation - concrete base (1,5m * 1,5m * 150mm) on top of the ground,

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Scope	Type of Work	Description
X 62 posts	intersections	secured into the ground with 4 X 32mm reinforced bars (300-350mm) in the ground, with the top bent 90° and cast within the concrete base. - Gabion mesh square (1m * 1m * 1m) with the base within the concrete base. Packed with suitable rocks from the campus, closed on top. - The suitable directional signage placed on each side facing an approaching road. Some sign posts would only have one side, others may require all four sides to have signs. - Signage will be on white chromadek boards, with print on vinyl which has a 5 year UV rating, with coloured text on a beige coloured background. - Text on sign boards to include (Font Colour): - Top - Sign number (Green) - Upper Middle - Directional arrows, Road name and distance the end of that road. (Black) - Lower middle – Direct people to a identified location of interest or be Blank (Black) - The bottom – Quick Exit route, directions and distance. (Red) - All old sign posts would need to be replaced with the new design. - SANBI LOGO signage - Size 600mm wide * 200mm high - Placed above all directional, large and small signs, excluding speed signage. - The SANBI LOGO is to retain its ratio when sizing to the board and must be centred. All colours must be maintained. - The SANBI LOGO will be provided by SANBI, - Large direction board: - Size 600mm wide x 500mm High 7 lines for information as defined above. Lines not used are to remain blank. - Font will be Arial. - Distances rounded off to the nearest 100m. - Directional arrows to be placed on the left or right hand sides adjacent to the description. - Small Directional signage and No Entry signs - Same description, material, colour and font as the large boards, but only 600mm wide * 200mm high. - The sign boards would be secured to the wire netting in three places on each side. Corners with galvanised wire and the centre of the each sides with 6mm galvanised anchor bolt into the rock pack.
	Speed limit signs	- The speed limit within the campus is 25km/h. - Standard speed limit signage (white background, red circle black lettering, reflective), 350-400mm square chromadek boards.

Emulsion Specifications:

Silane-Modified Emulsion (SME) or similar product which meets the following specifications:

- Modified bitumen Emulsion using an anionic mineral compatible aggregate-adhesive and water-repellent silane-based modifier.
- The specified cold-mix Silane-Modified (bitumen) Emulsion will consist of a anionic SS60 emulsion with a emulsifying agent (“soap” or surfactant) consisting of Sodium Hydroxide with a alkyl group consisting of CH₃(CH₂)_n, carbon-chain where n>12 (Vinsol resin or equivalent – contractor will take responsibility for using an emulsifying agent resulting in inferior test results and/or stability).

- The specified bitumen-emulsion must be modified with a compatible (as tested with the XRD-determined mineralogy of the materials) anionic alkylalkoxy (organo-functional) silane-modifier.
- The nano-silane used must be environmentally stable and produce/release NO adverse negative substances during the process of hydrolysis (i.e. when mixed with the carrier fluid and/or the construction water) (e.g. CHCl₃ – commonly referred to as chloroform – a known by-product produced by some modifiers available on the market).
- The stabilised mix must meet the following minimum specifications proven by the supplier:
 - A guaranteed shelf-life on site in flow bins exceeding 2 months.
 - Laboratory test results using the prescribed rapid curing test procedure on available materials from site testing the UCS (dry and wet) and ITS (dry and wet) and using the retained cohesion (Itswet/ITSdry in percentage). The average values of at least 3 tests shall be used to obtain the laboratory results. The laboratory results should meet the criteria as contained in Table C1002/1 (which is 1.6 x times the results used for quality control on site as per material design guidelines for stabilising agents used by the Gauteng Province Department of Roads and Transport).
 - Additional test samples shall be prepared and cured at 30°C for 28 days and retested. The test results should either show similar or higher results as tested after the initial rapid curing process as contained in Table C1002/1 during the detailed material design in the laboratory.

During construction Table C1002/2 shall be used for quality control on site using the specified rapid curing test procedures.

TABLE C1002/1: STANDARD END PRODUCT SPECIFICATIONS FOR SILANE-MODIFIED EMULSION (SME) STABILISING MATERIALS (TO BE MET DURING THE DESIGN STAGE IN THE LABORATORY)

Test or Indicator	Material1	Material classification			
		NME1	NME2	NME3	NME4
Minimum material requirements before stabilisation and/or treatment (Natural materials)					
Material spec.(minimum) Unstabilised material: Soaked CBR (%) (Mod AASHTO)	NG /(CS)	> 45(95%) and ACV < 30% or 10% FACT >110 kN	>45 or >35 (95%) and ACV< 30% or 10% FACT >110 kN	> 25 (95%)	> 10 (93%)
Plasticity Index (PI)	CS	< 10	< 10	-	-
	NG	< 12	< 12	< 16	< 16
	GS	-	< 12	< 16	< 16
	SSSC	-	-	-	< 16
PI - 0.075 fraction (test when OMC >8% and/or % passing 0.075 mm sieve >10%)	CS	< 15	< 15	-	-
	NG	< 20	< 20	< 25	< 40
	GS	-	< 20	< 25	< 30
	SSSC	-	-	-	< 30
Grading modulus	NG	> 2.0 (G4 Grading)	> 1.5	> 1.2	> 0.45
	GS	-	>1.5	> 1.2	> 0.75
DCP DN (mm/blow) (Material compacted to spec. before stabilisation)		< 3.6	< 5.7	< 9.0	< 18.6
Material specifications after stabilisation and/or treatment					
Mod AASHTO density		> 100%	> 98%	> 97%	> 95 %
DCP DN (mm/blow) (Material compacted to spec. (after stabilisation)		< 1.1	< 1.6	< 2.6	< 3.4
UCS (wet) (rapid curing method: 24h at ambient temp (30°C) + 48h at 40°C - 45°C + 24h cooling + 4h water soaking) (kPa)	150mm Φ Sample	> 3 200	> 1 750	> 1100	> 750
UCS (dry) (rapid curing method: No soaking in water) (kPa)	150mm Φ Sample	> 4 000	> 2 500	> 1 600	> 1200
ITS (wet) (kPa) (rapid curing as per UCS method)	150mm Φ Sample	> 225	> 160	> 110	> 80
ITS (dry) (kPa) (rapid curing as per UCS) (no soaking in water)	150mm Φ Sample	> 280	> 225	> 160	> 130
Retained Cohesion: ITS: Wet/Dry (%)	All	> 80	> 70	> 65	> 60
Typical Effective Elastic Moduli for pavement design (MPa)*		600 - 300	400 - 250	300 - 200	220 - 180
1CS – crushed stone; NG – natural gravel; GS – gravel soil, and SSSC – sand, silty sand, silt, clay. * These recommended values could vary considerably and are dependent of various influences including, appropriate mix design, pavement balance, quality control during construction, etc.					

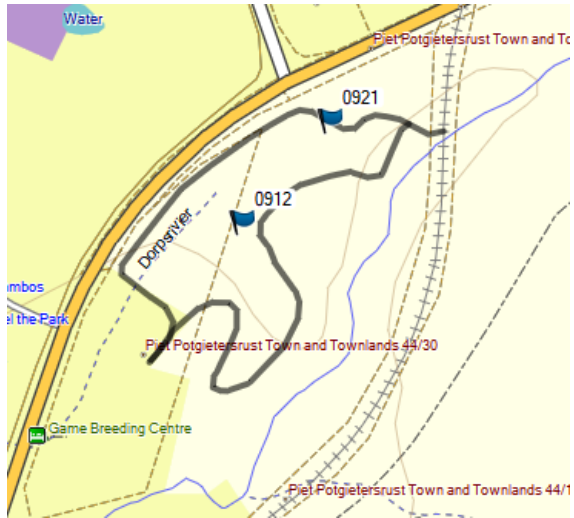
TABLE C1002/2: STANDARD SPECIFICATIONS FOR SILANE-MODIFIED EMULSION (SME) STABILISING MATERIALS (TO BE USED DURING CONSTRUCTION AS QUALITY CONTROL)

Test or Indicator	Material1	Material classification			
		NME1	NME2	NME3	NME4
Minimum material requirements before stabilisation and/or treatment (Natural materials)					
Material spec.(minimum) Unstabilised material: Soaked CBR (%) (Mod AASHTO)	NG /(CS)	> 45(95%) and ACV < 30% or 10% FACT >110 kN	>45 or >35 (95%) and ACV< 30% or 10% FACT >110 kN	> 25 (95%)	> 10 (93%)
Plasticity Index (PI)	CS	< 10	< 10	-	-
	NG	< 12	< 12	< 16	< 16
	GS	-	< 12	< 16	< 16
	SSSC	-	-	-	< 16
PI - 0.075 fraction (test when OMC >8% and/or % passing 0.075 mm sieve >10%)	CS	< 15	< 15	-	-
	NG	< 20	< 20	< 25	< 40
	GS	-	< 20	< 25	< 30
	SSSC	-	-	-	< 30
Grading modulus	NG	> 2.0 (G4 Grading)	> 1.5	> 1.2	> 0.45
	GS	-	>1.5	> 1.2	> 0.75
DCP DN (mm/blow) (Material compacted to spec. before stabilisation)		< 3.6	< 5.7	< 9.0	< 18.6
Material specifications after stabilisation and/or treatment					
Mod AASHTO density		> 100%	> 98%	> 97%	> 95 %
DCP DN (mm/blow) (Material compacted to spec. (after stabilisation)		< 1.1	< 1.6	< 2.6	< 3.4
UCS (wet) (rapid curing method: 24h at ambient temp (30°C) + 48h at 40°C - 45°C + 24h cooling + 4h water soaking) (kPa)	150mm Φ Sample	> 2 000	> 1 200	> 700	> 450
UCS (dry) (rapid curing method: No soaking in water) (kPa)	150mm Φ Sample	> 2 500	> 1 700	> 1 000	> 750
ITS (wet) (kPa) (rapid curing as per UCS method)	150mm Φ Sample	> 140	> 100	> 80	> 60
ITS (dry) (kPa) (rapid curing as per UCS) (no soaking in water)	150mm Φ Sample	> 175	> 140	> 100	> 80
Retained Cohesion: ITS: Wet/Dry (%)	All	> 80	> 70	> 65	> 60
Typical Effective Elastic Moduli for pavement design (MPa)*		600 - 300	400 - 250	300 - 200	220 - 180
1CS – crushed stone; NG – natural gravel; GS – gravel soil, and SSSC – sand, silty sand, silt, clay. * These recommended values could vary considerably and are dependent of various influences including, appropriate mix design, pavement balance, quality control during construction, etc.					

C3.1.3.2: The description of estimated work per route.

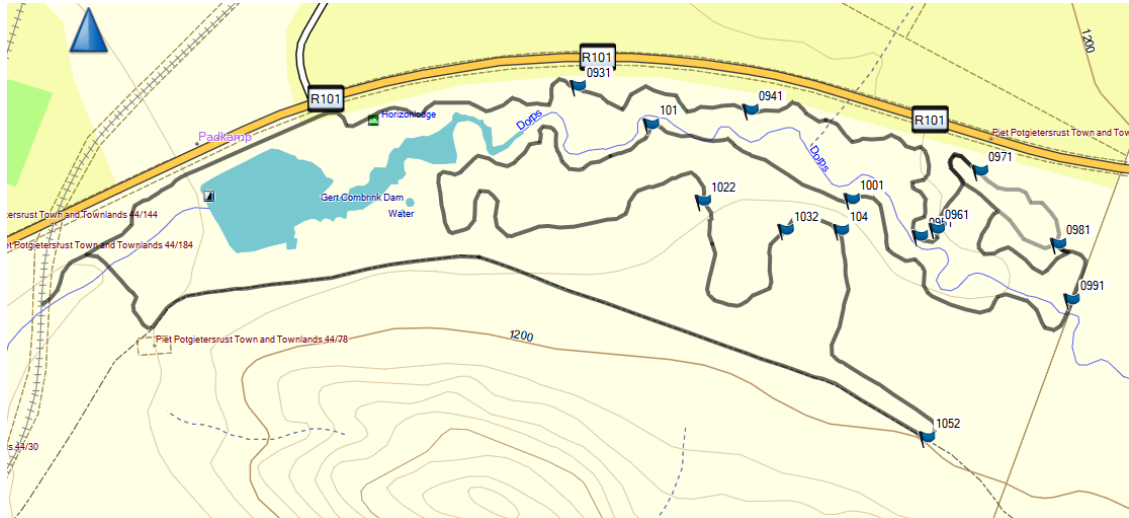
Waypoint	Road and description of work	Description of work and related pictures
Roads	General	Resurfacing the entire road - Wide raised berms placed at various intervals depending on the incline of the road. Purpose is to take the water off the road and to enable a vehicle to maintain the travelling speed of 25km/h without distracting the driver having to stop to cross over the berms. Vehicles with low ground clearance must cross over with ease. - The road is to be 4m wide

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".

Waypoint	Road and description of work	Description of work and related pictures
		○ Additional 2m is to be cleared on both sides of the 4m road.(This area must be suitable for a slasher to cut the grass) ▪ The grass and very large trees that do not impact on the passing of a large bus must remain. ▪ Stumps are to cut off below the surface, sprayed with tree herbicides. ▪ If stumps are removed the roots are to be sprayed with the required herbicide. ▪ No surface material (soil or brush or plant) is to be left heaped on the side of the road. This must be removed or worked away to establish a natural appearance blending into the surroundings ▪ Rocks must be removed out of the 2m road verge on both sides. Sections that are to be constructed differently are discussed below in the tables.
Entrance Road	Map for Waypoint reference below	
0912	Entrance Road Water is naturally channelled to this area and cross the road left to right. - Raised drift with piping - Road raised by 0,8m - Sides can be gabions with bidim cloth - Road length 40m - Road width 5m	

Waypoint	Road and description of work	Description of work and related pictures
0921	Entrance Road Low lying area, water from main road run off and floods this area. Water flow is from left to right in picture towards Waypoint 0912. Has an incline downward from where the picture was taken - Raised drift with piping - Road raised by 0,8m - Sides can be gabions with bidim cloth - Road length 80m - Road width 5m	

Waypoint	Road and description of work	Description of work and related pictures
First circular route	Bushbuck ravine & Euphorbia Drive	Resurfacing the entire road ○ Wide raised berms placed at various intervals depending on the incline of the road. Purpose is to take the water off the road and to enable a vehicle to maintain the travelling speed of 25km/h without distracting the driver having to stop to cross over the berms. Vehicles with low ground clearance must cross over with ease. ○ The road is to be 4m wide ○ Additional 2m is to be cleared on both sides of the 4m road. • (This area must be suitable for a slasher to cut the grass) ▪ The grass and very large trees that do not impact on the passing of a large bus must remain. ▪ Stumps are to cut off below the surface, sprayed with tree herbicides. ▪ If stumps are removed the roots are to be sprayed with the required herbicide. ▪ No surface material (soil or brush or plant) is to be left heaped on the side of the road. This must be removed or worked away to establish a natural appearance blending into the surroundings ▪ Rocks must be removed out of the 2m road verge on both sides. Sections that are to be constructed differently are discussed below in this table. Minor concrete drifts are required to improve water flow across the road and to prevent the deterioration of the road surfaces at these natural low depressions / water crossing areas. 5 * 10m concrete drifts - Road side gabion structures 5 * gabion walls are required to stop side walls collapsing.

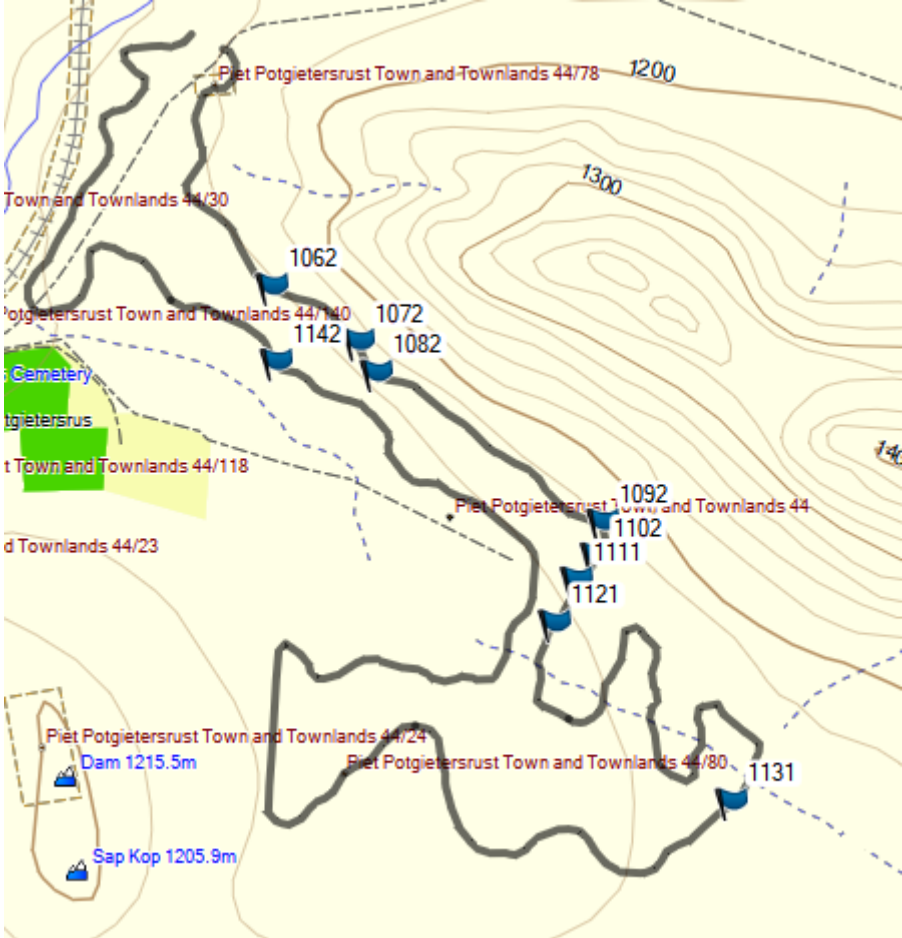
Waypoint	Road and description of work	Description of work and related pictures
	Map for Waypoint reference below 	
0931	Bushbuck Ravine Low lying area, water from main road run off flowing to river on the right. - Bridge with piping - Road width 5m - Road raised by 1m - Sides gabion walling 5m wide - Gabion matting to be placed on both sides 1m wide at the ends of the piping to stop water erosion occurring around the pipes. - Road length 45m	
0941	Bushbuck Ravine Low lying area, water from main road run off flowing to river on the right. - Bridge / drift with piping - Road width 5m - Road raised by 0.5m - Sides can be gabions with bidim cloth - Gabion matting to be placed on lower side 1m wide - Road length 45m	

Waypoint	Road and description of work	Description of work and related pictures
0951 (near 0961)	Bushbuck Ravine Incline around a corner with a drift at the bottom of the stip. - Two strips concrete - Corners are to be solid from 3m before the corner and 3m after the corner - The drift is required towards the end to permit water flow over the road to the river from right to left (as in picture) - Gabion matting to be placed on lower side 1m wide - Road length 110m	
0961	Bushbuck Ravine Incline, top washed away on one side. - Two strips concrete 0.5m apart each 1m wide - Gabon walling on both sides required - Water channel to be on one side to remove surface water down to the end of the strip and towards the river. - Road length 80m	

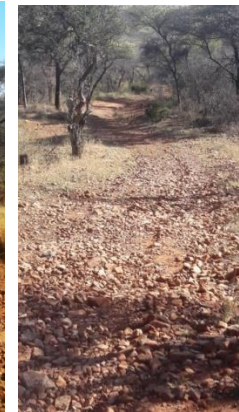
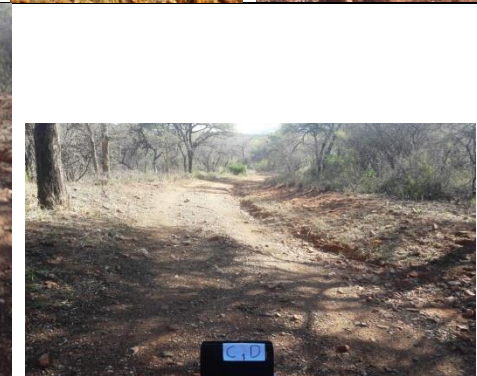
Waypoint	Road and description of work	Description of work and related pictures
0971	Bushbuck Ravine Incline, top washed away on one side. Has existing concrete start at top. - Two strips concrete 0.5m apart each 1m wide - Speed bumps are to be placed through the strips from 1m outside to upper side and 2m outside the lower side. - Water channel to be on one side to remove surface water down to the end of the strip and towards the river. - Road length 70m	
0981	Bushbuck Ravine Incline, top washed away on one side. - Concrete stripping - Water channel to be on one side to remove surface water down to the end of the strips and towards the river. - Road length 55m	
0991	Bushbuck Ravine River crossing: with Incline approach from both sides. Has existing concrete start at top on one side. - Two strips concrete 0.5m apart each 1m wide - Speed bumps are to be placed through the strips from 1m outside to upper side and 2m outside the lower side. - Water channel to be on one side to remove surface water down to the end of the strip and towards the river. - Road length 180m	

Waypoint	Road and description of work	Description of work and related pictures
1001	Bushbuck Ravine Road very close to drop-off into river. - Road barrier to be replaced or - Road to be repositioned - Barrier length 20m	No image
101	Bushbuck Ravine Incline and around a bend from both sides and crosses a section of water that crosses the road leading to the river. - Two strips concrete 0.5m apart each 1m wide - Water channel to be on one side to remove surface water down to the end of the strip and towards the river. - Gabion matting to be placed on lower side 1m wide - Road length 100m	
1022	Bushbuck Ravine Bed rock exposed. - Road to be surfaced - Speedbumps to be put in place. - Road length 40m	
1032	Bushbuck Ravine Bed rock exposed. - Road to be surfaced - Speedbumps to be put in place. - Road length 40m	

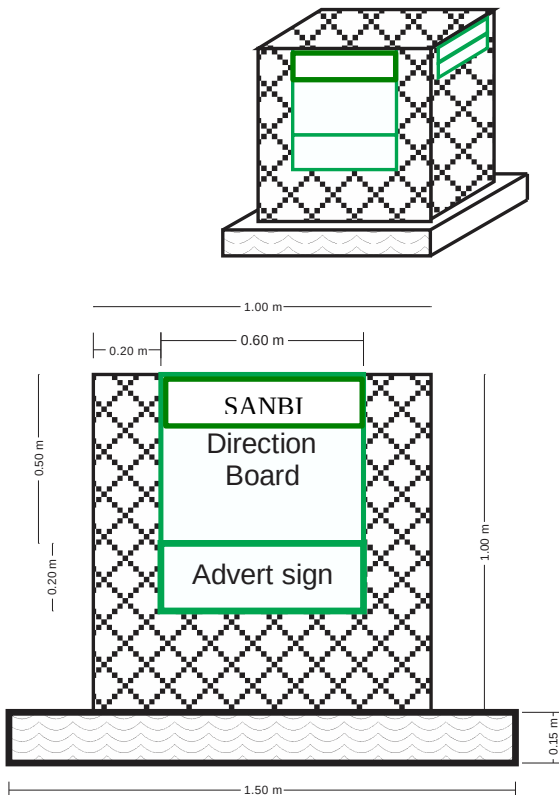
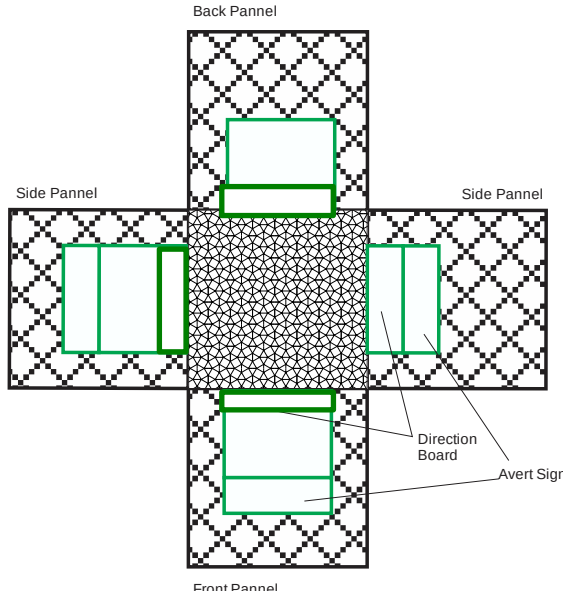
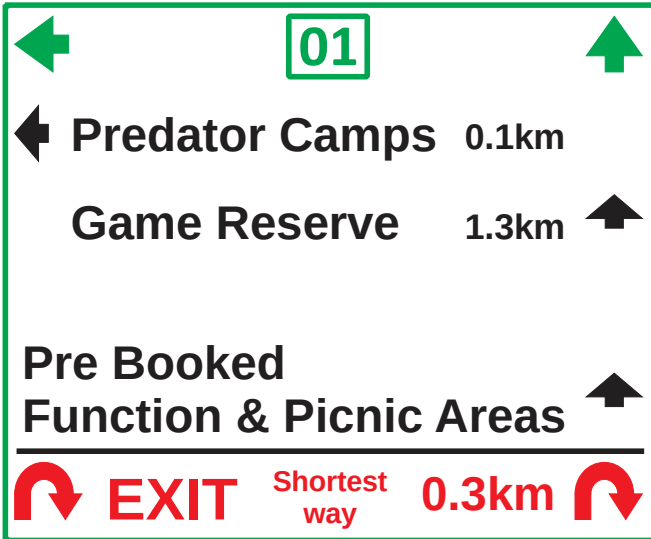
Waypoint	Road and description of work	Description of work and related pictures
104 to 1052	Bushbuck Ravine Bed rock exposed. - Road to be surfaced - Road length 190m Plus - Got to manage water flow into road. - Filling in of gullies (0,5m est. deep) - Road length 600m	

Waypoint	Road and description of work	Description of work and related pictures
Second Circle Route	Giraffe Crescent Zebra Flats, Ghwarrie Drive, Waterbuck Drive and Nyala Drive	Resurfacing the entire road ○ Wide raised berms placed at various intervals depending on the incline of the road. Purpose is to take the water off the road and to enable a vehicle to maintain the travelling speed of 25km/h without distracting the driver having to stop to cross over the berms. Vehicles with low ground clearance must cross over with ease. ○ The road is to be 4m wide ○ Additional 2m is to be cleared on both sides of the 4m road. ▪ This area must be suitable for a slasher to cut the grass ▪ The grass and very large trees that do not impact on the passing of a large bus must remain. ▪ Stumps are to cut off below the surface, sprayed with tree herbicides. ▪ If stumps are removed the roots are to be sprayed with the required herbicide. ▪ No surface material (soil or brush or plant) is to be left heaped on the side of the road. This must be removed or worked away to establish a natural appearance blending into the surroundings ▪ Rocks must be removed out of the 2m road verge on both sides. Sections that are to be constructed differently are discussed below in this table.
	Map for Waypoint reference below 	

Waypoint	Road and description of work	Description of work and related pictures
1062	Giraffe Crescent Rocky Incline. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 145m	
1072	Giraffe Crescent Rocky incline. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 60m	
1082	Giraffe Crescent Rocky incline. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 105m	

Waypoint	Road and description of work	Description of work and related pictures
1092	Giraffe Crescent Rocky incline. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 100m	   
1102	Giraffe Crescent Sandy wash gully. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 80m	 
1111 to 1121	Giraffe Crescent Thick sandy surface in bottom part. - Concrete Strips - Corners are to be solid from 3m before the corner and 3m after the corner - Road length 120m	No image
1131	Giraffe Crescent / Fire break / Zebra flats intersection.	No image – normal road specification.
1142	Ghwarrie Drive Water trench that needs to be opened and piped. - Bridge with piping - Road width 5m - Road levelled - Sides concrete walling 5m wide - Gabion matting to be placed on both sides 1m wide - Road length 8m	No image

C3.1.3.3: Road Signage Post - Design and Layout

Sign board post Design  The 3D view shows a rectangular post with a sign board on the front face. The 2D view shows a post with a width of 1.00 m and a height of 1.00 m. The sign board is 0.60 m wide and 0.50 m high, with a 0.20 m gap from the top and bottom of the post. The sign board is divided into two sections: the top section is labeled 'SANBI Direction Board' and the bottom section is labeled 'Advert sign'. The post is mounted on a base that is 1.50 m wide and 0.15 m high.	Variation of how the boards can be placed  The diagram shows a cross-section of the post with four panels: Back Panel, Side Panel, Side Panel, and Front Panel. The Front Panel is divided into two sections: the top section is labeled 'Direction Board' and the bottom section is labeled 'Avert Sign'.
Sign board: 600mm (w) * 500mm (h)  The diagram shows a 600mm (w) * 500mm (h) sign board. It features a green border and a green background. The text '01' is in a green box at the top. Below it, 'Predator Camps 0.1km' is written with a green arrow pointing left. Below that, 'Game Reserve 1.3km' is written with a green arrow pointing right. Below that, 'Pre Booked Function & Picnic Areas' is written with a green arrow pointing right. At the bottom, 'EXIT Shortest way 0.3km' is written with a red arrow pointing left and a red arrow pointing right.	Sign Board: 600mm (w) * 200mm (h)  The diagram shows a 600mm (w) * 200mm (h) sign board. It features a green border and a green background. The text 'SANBI Biodiversity for Life South African National Biodiversity Institute' is at the top. Below it, '10' is in a green box. Below that, 'Euphorbia Drive' is written with a green arrow pointing left and a green arrow pointing right. Below that, 'EXIT Shortest way 0.0km' is written with a red arrow pointing left and a red arrow pointing right. At the bottom, 'NO ENTRY Shooting Range' is written with a red circle and a diagonal line.

Location of the Works

The project is located at the Mokopane Biodiversity Conservation Centre, Mokopane, Limpopo.

C3.1.4 Description of Site and Access

Access to site is the Main entrance of the Mokopane Biodiversity Conservation Centre. Additional access points are available into the reserve section off the R101 for construction purposes.

C3.1.5 Programme

The Contractor is to note that the work should be completed within an 8 month period of commencement.

C3.2. Construction

C3.2.1 Works Specifications

C3.2.1.1 Applicable Construction Standards

The contractor (including sub-contractors) shall be familiar with the contents of:

- SANS 10400 and related SANS 2001 standards. Copies are available from <https://www.sabs.co.za>.
- Model Preambles for Trades 2008 edition as published by the Association of South African Quantity Surveyors

C3.2.1.2 Particular Specifications

Refer to Annex C3.3.1.

C3.2.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.2.2 Plant and Materials

C3.2.2.1 Plant and Materials Supplied by the Employer

None

C3.2.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed. Construction drawing needs to be produced by the Contractor and approved by the Employer before commencement.

C3.2.3 Construction Equipment

C3.2.3.1 Requirements for Equipment

None

C3.2.3.2 Equipment Provided by the Employer

None

C3.2.4 Existing Services

C3.2.4.1 Known Services

The onus lies with the main contractor to ensure that no services are damaged during the construction phase.

C3.2.4.2 Treatment of Existing Services

None

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

None

C3.2.4.4 Damage To Services

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

C3.2.5 Site Establishment**C3.2.5.1 Services and Facilities Provided by the Employer**

None.

C3.2.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site if necessary, approved by the MBCC. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.2.5.3 Storage And Laboratory Facilities

No requirements are specified.

C3.2.5.4 Other Facilities and Services

No requirements are specified.

C3.2.5.5 Vehicles and Equipment

No requirements are specified.

C3.2.5.6 Advertising Rights

No suppliers may advertise on site. Any advertisement from suppliers shall be removed at their own cost.

C3.2.5.7 Notice Boards

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

C3.2.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer. The disturbance to the premises should be kept at a minimum.

C3.2.7 Permits and Way Leaves

No requirements are specified.

C3.2.8 Water for Construction Purposes

The onus lies with the main contractor to source and pay for construction water. The quality of the construction water should be as specified is COLTO.

C3.3. Annexures

C3.3.1 None

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C4 Site Information

C4.1 HEALTH AND SAFETY

All Contractors entering into a Contract with the South African National Biodiversity Institute shall, as a minimum, comply with the requirements of:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations. A current, up-to-date copy of the Occupational Health and Safety Act as well as Health and Safety file for the company shall be available on site at all times. The Health and Safety file will become SANBI property at the end of the contract. Within seven days of appointment, the Contractor will be required to submit a Health and Safety file for approval by the Employers H&S Manager. Initiation of the works can only proceed once approval has been granted.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996). The principal Contractor will be required to submit a letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act as part of the submission. The letter should be issued by the Department of Labour or a licenced compensation insurer. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be available on site at all times.
- National Environmental Management Act (Act No. 107 of 1998).
- The South African National Biodiversity Institute Health and Safety Specification and relevant policies.

The Contractor shall:

- a. Create and maintain a safe and healthy work environment;
- b. Execute the works in a manner that complies with all the requirements of the OHSA and all its associated Regulations, and in so doing, minimize the risk of incidents occurring;
- c. Respond to the notices issued by SANBI's Health and Safety Agent as follows:
 - i. Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - ii. Contravention Notice: rectify contravention as soon as possible;
 - iii. Prohibition Notice: terminate affected activities with immediate effect and only resume activities when it is safe to do so.

C4.2 BASELINE RISK ASSESSMENT

Project/Dept:	Risk Assessment for design and upgrade of existing gravel roads at Mokopane.					Assessment carried out by: Tshepo Maahe					
Date:	11/02/2019										
1: List activity											
List activity	Hazard Identification	Exposed group/ employees	Risk Owner/ Department	Associated risk	Risk type	What are the Consequences?	Controls	<u>First determine Consequence and then the Likelihood of that Consequence.</u>		Risk Priority Rating	Monitoring Mechanisms
List specific activities to be performed taking into consideration the equipment to be used, the personnel involved in the task.	A hazard is anything that is likely to lead to an event that will have an adverse impact on achieving an objective. A hazard can pose more than one risk.	Who is exposed to the hazard i.e. Employees, visitors, members of the public, etc.	Who is accountable for making sure the controls and monitors are: - in place, - implemented, - regularly reviewed for effectiveness.	A physical event occurs in relation to the hazard	Safety or health	What is the expected adverse impact on the objective?	Include: - Preventative Controls - Reactive Controls	Consequence	Likelihood		How we know if we are succeeding. Include comments on effectiveness. This may include i.e. measurements, inspections, supervision where necessary.
Arrival and departure from site	Moving vehicles	Workers/members of the public		People struck by moving vehicles	S	Multiple injuries		5	2	II	
Offloading material/ Equipment	Equipment load	Forest clearing team on-site		Workers crushed by falling load	S	Fatal injuries		5	4	I	
Clearing of forest	Snakes	Forest clearing team on-site		Snake bite	S	Fatality		5	4	I	
	Extreme temperature	Forest clearing team on-site		Exposure to extreme temperature	H	Skin burn		1	5	III	
	Wild animal	Forest clearing team on-site		Fatal bites/attack	S	Fatality		5	3	II	
	Improper cutting of trees	Forest clearing team on-site		Tree branches falling on workers	S	Serious injuries		5	3	II	
	Noise from machinery	Workers		Irritation	S	Headache		1	5	III	
Excavation	Dust	Workers		Dust inhalation	S	Throat irritation/ Lung problem		4	4	II	
	Soil type	Forest clearing team on-site		Engulfment	S	Fatality		5	1	III	
	Moving machinery	Forest clearing team on-site		Hit/ caught by moving machinery	S	Fatality/ serious injuries		5	1	III	
	Wet soil	Workers		Slippery	S	Moderate to serious injuries		2	4	II	

Review plan: Risk Assessment will be reviewed by-annually by a competent risk assessor/ whenever an incident occur

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".