



THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

Contract No: SANBI NZG 328:2019

**THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF
MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING
BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN**

TENDER DOCUMENT

TENDERER

CIDB REGISTRATION NUMBER.....

CIDB GRADING.....

BID CLOSING : 05 March 2019

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T1: TENDERING PROCEDURES

T1.1 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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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

It is estimated that tenderers should have a CIDB contractor grading of **6GB/5GBPE 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 10:30 at the Staff Centre, National Zoological Garden, 232 Boom Street, Pretoria, South Africa. Access to the NZG is via the NZG's Service Entrance, Boom Street.

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

SANBI Representative (Technical Queries Only)	Ms Chumisa Loyilane
E-mail:	c.loyilane@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 05 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 (10 July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015. (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.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, as noted in T1.1 Notice and Invitation to Tender. Attention is drawn to the fact that verbal information given by the Employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender documents.
F 2.1.1	Only those tenderers who score the minimum score in respect of the quality criteria stated in F.3.11.9 of this Tender Data shall be considered responsive and have their tenders evaluated further.

F.2.1.2	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 6GB/5GBPE 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 GB</td><td>R0.2m</td></tr><tr><td>2 GB</td><td>R0.65m</td></tr><tr><td>3 GB</td><td>R2m</td></tr><tr><td>4 GB</td><td>R4m</td></tr><tr><td>5 GB</td><td>R6.5m</td></tr><tr><td>6 GB</td><td>R13m</td></tr><tr><td>7 GB</td><td>R40m</td></tr><tr><td>8 GB</td><td>R130m</td></tr><tr><td>9 GB</td><td>No Limit</td></tr></table>	Category of tender	Upper limits per CIDB Regulation 17	1 GB	R0.2m	2 GB	R0.65m	3 GB	R2m	4 GB	R4m	5 GB	R6.5m	6 GB	R13m	7 GB	R40m	8 GB	R130m	9 GB	No Limit
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	5 GB	R6.5m																			
	6 GB	R13m																			
	7 GB	R40m																			
	8 GB	R130m																			
9 GB	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 6GB OR 5GBPE 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 6GB or 5GBPE 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	Alternative tenders will not be considered.																				
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, and Priced Bills of Quantities; and - Technical: 3 copies excluding Form of Offer and Acceptance, 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 (marked "Original") 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																				

F.2.15.1	package are: Location of Tender box: Administration Building, National Zoological Garden, 232 Boom Street, Pretoria, Gauteng Province Identification details: Tender number: SANBI NZG 328/2019 Title of Tender: REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
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.2.23	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 Contractor's CIDB certificate 3) A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour. 4) A valid 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 Public Liability insurance of not less than R5 000 000.00 which shall be valid from tender award until the duration of the contract. A letter of intent from a licensed insurance provider will be accepted. An application letter is not acceptable. Joint Venture (JV) or consortia company shall provide a valid Public Liability Cover for each partner. 6) Proof of Professional Indemnity Insurance of not less than R5 000 000.00 which shall be valid from tender award until the duration of the contract. A letter of intent from a licensed insurance provider will be accepted. An application letter is not acceptable. 7) Annexure C Local content declaration: Summary schedule and Declaration Certificate for local content SBD 6.2 must be submitted for the purpose of local content evaluation. 8) Proof of Agreement between the Contractor and Professional Service Provider which shall detail the contractual relationships and management structure for the project.
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	The tender evaluation method for the evaluation of all responsive tender offers will be Method 2: Functionality, Price and Preference in line with F.3.11.3.
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 W₁ 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
B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)																													
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6	3	6																													
7	2	4																													
8	1	2																													
Non-compliant contributor	0	0																													
F.3.11.9	Scoring Functionality 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>1</td><td> Implementation method and project plan or programme - Proposal indicating the methodology to be followed in delivering this project which shall detail clear allocation of roles, timelines and resources towards the deliverables under the standard six stages. - Weekly plan/programme of works not longer than 18 months, in Gantt Chart format, and with milestones in line with the six standard stages. The programme shall be split per sub-project. </td><td> 25 (15) (10) </td></tr><tr><td>2</td><td> Main Contractor's Experience - Three reference letters regarding similar work completed in last three years - List of at least five other similar projects with telephonic references and provide completion certificates and award letter to show the value of works completed (refer to tables in section T.2.1.05 below). </td><td> 35 (15) (20) </td></tr><tr><td>3</td><td> Main Contractor's Resources – Personnel and Plant </td><td> 40 </td></tr></table>	FUNCTIONALITY CRITERIA			ID	CRITERIA	POINTS	1	Implementation method and project plan or programme - Proposal indicating the methodology to be followed in delivering this project which shall detail clear allocation of roles, timelines and resources towards the deliverables under the standard six stages. - Weekly plan/programme of works not longer than 18 months, in Gantt Chart format, and with milestones in line with the six standard stages. The programme shall be split per sub-project.	25 (15) (10)	2	Main Contractor's Experience - Three reference letters regarding similar work completed in last three years - List of at least five other similar projects with telephonic references and provide completion certificates and award letter to show the value of works completed (refer to tables in section T.2.1.05 below).	35 (15) (20)	3	Main Contractor's Resources – Personnel and Plant	40															
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3	Main Contractor's Resources – Personnel and Plant	40																													

	The following key personnel are essential to the project team • Project Lead Engineer is ECSA registered with 10 years' experience in structural design and timber design • Construction Manager has a B Degree/B.Tech/ N. Dip in Civil engineering or Building Science disciplines and 5 years' post graduate experience • Occupational Health & Safety Officer has at least eight (8) years verifiable experience in performing duties of an Occupational Health & Safety Agent for built environment Provide CVs for each proposed key personnel member which shall include the following information: ○ Previous work experience ○ Total number of years' working experience in construction ○ Individual experience on similar work in last five years ○ Qualifications or artisan's certification or other recognised training courses completed. Attach certified copies as proof. ○ Membership of professional bodies or guilds. Attach certified copies as proof. Plant: • Equipment owned by contractor • Equipment to be rented (if any) – with preferred rental companies	(30) <
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	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).
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.

PART T: THE TENDER

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, duly initialled on each page, all returnable documents, which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted

T2.1 List of Returnable Documents

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG328/2019

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)	2 Pages	■ Yes ☐ No
Special Resolution of Consortia or JVs (T2.1.03)	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
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	Returnable document
Priced Bill of Quantities	☒ 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 original tender document must be submitted in this envelope including the forms as listed below:

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

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: _____

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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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

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

2.1. Current projects:

[illegible]

2.2. Previous projects:

	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
	Name of Tenderer			Signature			

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

- 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.

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.

equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 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.**

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]

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:.....

.....

T2.1.07: RESOURCES TO BE EMPLOYED IN TERMS OF ORGANIZATION AND STAFFING

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, 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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T2.1.09: SITE INSPECTION MEETING CERTIFICATE

PROJECT TITLE:	REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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.

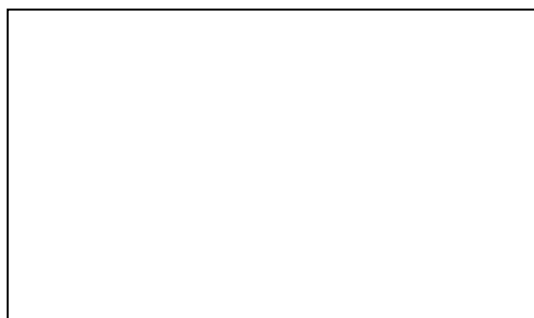
Duly signed at _____ on this the _____ day of _____ (month)
 _____ (year)

 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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

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

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 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. Fabricated structural steel	100%
2. Roof sheets	100%
3. Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. SANBI NZG 328/2019

ISSUED BY: South African National Biodiversity Institute

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 NZG 328/2019
REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND
CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND
RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN**

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.
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

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.

.....
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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for *the appointment of a contractor for the design and construction of masonry boundary wall, new staff parking and renovations to existing buildings 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

.....

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 *[which includes this Agreement]*
- 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 CONSTRUCTION OF MASONRY BOUNDARY WALL, NEW STAFF PARKING AND RENOVATIONS TO EXISTING BUILDINGS AT THE NATIONAL ZOOLOGICAL GARDEN
CONTRACT NO:	SANBI NZG 328/2019

C.1.2 Contract Data

The Conditions of Contract are the **General Conditions of Contract for Construction Works (Third Edition, 2015)** published by the South African Institution of Civil Engineering. The bidder is required to purchase a copy of these conditions of contract, at own cost, from the South African Institution of Civil Engineering at the following address:

SAICE
East Wing, Howick Gardens
Waterfall Park
Bekker Street
VORNA VALLEY X21
MIDRAND

TEL : (011) 805-5947
FAX : (011) 805-5971

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 18 months after the Commencement Date. Commencement date for the different sub-projects will be staggered in consultation and agreement with the Employer, and has to take into consideration animal movements out of the enclosures.
1.1.1.15	The name of the Employer is The South African National Biodiversity Institute, represented by Ms C. Loyilane 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
4.11	The Contractor shall enter into Consortia agreement with a Professional Service Provider who possess the qualification and experience required as part of the project management team.
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 2mm 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 R2 000 per calendar day the project is behind schedule.																								
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 Performance security is not required for this project but 10% retention will be withheld/deducted from every payment certificate. 5% of the retention will be released upon reaching practical completion while the remainder of the 5% will be released after the defects liability period of 12 months from final completion date.																								
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:

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Telephone:

Fax:

Email:

C1.3 FORM OF GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory: (2)

C2. PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment clauses of the SANS 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. Pricing in the Schedules **shall not include Value Added Tax (VAT)**. Provision is made in the Summary to the Schedule of Quantities for VAT to be added.
9. 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.
10. 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.
11. 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.
12. Where Provisional sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually

done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before award of tenders.

C2.2 BILL OF QUANTITIES

SECTION A: PRELIMINARY AND GENERAL

ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR) (Excl. VAT)
	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1		Fixed-charge items				
A1.1	8.3.1	Contractual requirements	Sum	1		
		Establish facilities on the Site				
	SANS 1200 AB					
A1.2	8.3.2	Facilities for Engineer:				
A1.2.1		Office and furniture for Engineer	Sum	1		
A1.2.2		Protective clothing	Sum	1		
A1.3	8.3.2	Facilities for Contractor:				
A1.3.1		Offices and storage sheds	Sum	1		
A1.3.2		Workshops	Sum	1		
A1.3.3		Laboratories	Sum	1		

A1.3.4		Living accommodation	Sum	1		
A1.3.5		Ablution and latrine facilities at both sites	Sum	1		
A1.3.6		Tools and equipment	Sum	1		
A1.3.7		Water supplies, electric power and communications	Sum	1		
A1.3.8		Dealing with water	Sum	1		
A1.3.9		Access	Sum	1		
A1.3.10		Fencing and Security for Site Establishment	Sum	1		
A1.4		Access to and around works	Sum	1		
A1.5	8.3.3	Other fixed-charge obligations	Sum	1		
A1.6	8.3.4	Removal of Site establishment on completion	Sum	1		
A1.7		Health and safety:				
A1.7.1	8.2.1	General safety obligations	Sum	1		

A1.7.2	8.2.2	Risk assessment	Sum	1		
A1.7.3	8.2.3	Health and safety plan	Sum	1		
A1.7.4	8.2.5	Training	Sum	1		
A1.7.5	8.2.6	Medical assessment of employees	Sum	1		
A1.7.6	8.3.3	Necessary induction and other compliance to the Health and Safety requirements applicable to the site	Sum	1		
A2	SANS 1200A	Time-related items				
A2.1	8.4.1	Contractual requirements	Sum	1		
		Operate and maintain facilities on the Site for duration of construction except where otherwise stated				
A2.2	8.4.2.3	Facilities for Engineer				
A2.2.1		Office and furniture for Engineer	Sum	1		
A2.2.2	8.3.2.3	Protective clothing	Sum	1		
A2.3	8.4.2.3	Facilities for Contractor:				

A2.3.1		Offices and storage sheds	Sum	1		
A2.3.2		Workshops	Sum	1		
A2.3.3		Laboratories	Sum	1		
A2.3.4		Living accommodation	Sum	1		
A2.3.5		Ablution and latrine facilities at both sites	Sum	1		
A2.3.6		Tools and equipment	Sum	1		
A2.3.7		Water supplies, electric power and communications	Sum	1		
A2.3.8		Dealing with water	Sum	1		
A2.3.9		Access	Sum	1		
A2.3.10		Fencing and Security for Site Establishment	Sum	1		
A2.4	8.4.5	Other time-related obligations	Sum	1		
A2.5		Health and safety:				

A2.5.1	8.2.1	General safety obligations	Sum	1		
A2.5.2	8.2.3	Health and safety plan	Sum	1		
A2.5.3	8.2.4	Construction Safety Officer and other appointments	Sum	1		
A3	SANS 1200 A	Erect survey beacons on sites	No	2		
A4	8.5	Sums stated provisionally by Engineer				
A4.1		Materials testing at independent laboratory	Prov. Sum	1	4000	
A4.2		Commission on Item A4.2 (State % and extend as an amount)	%			
A5	SANS 1200A	Maintain the main access road for the duration of the project and rehabilitate the road upon completion of the work	Sum	1		
A6	8.1.2	Compliance with the requirements of the Environmental Management Plan for the duration of the Contract	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SITE CLEARANCE						

			BILL A: PRELIMINARY AND GENERAL			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR) (Excl. VAT)
	SANS 1200 A	SECTION A : PRELIMINARY AND GENERAL				
A1		Fixed-charge items				
A1.1	8.3.1	Contractual requirements	Sum	1		
		Establish facilities on the Site				
	SANS 1200 AB					
A1.2	8.3.2	Facilities for Engineer:				
A1.2.1		Office and furniture for Engineer	Sum	1		
A1.2.2		Protective clothing	Sum	1		
A1.3	8.3.2	Facilities for Contractor:				
A1.3.1		Offices and storage sheds	Sum	1		
A1.3.2		Workshops	Sum	1		
A1.3.3		Laboratories	Sum	1		

A1.3.4		Living accommodation	Sum	1		
A1.3.5		Ablution and latrine facilities at both sites	Sum	1		
A1.3.6		Tools and equipment	Sum	1		
A1.3.7		Water supplies, electric power and communications	Sum	1		
A1.3.8		Dealing with water	Sum	1		
A1.3.9		Access	Sum	1		
A1.3.10		Fencing and Security for Site Establishment	Sum	1		
A1.4		Access to and around works	Sum	1		
A1.5	8.3.3	Other fixed-charge obligations	Sum	1		
A1.6	8.3.4	Removal of Site establishment on completion	Sum	1		
A1.7		Health and safety:				
A1.7.1	8.2.1	General safety obligations	Sum	1		

A1.7.2	8.2.2	Risk assessment	Sum	1		
A1.7.3	8.2.3	Health and safety plan	Sum	1		
A1.7.4	8.2.5	Training	Sum	1		
A1.7.5	8.2.6	Medical assessment of employees	Sum	1		
A1.7.6	8.3.3	Necessary induction and other compliance to the Health and Safety requirements applicable to the site	Sum	1		
A2	SANS 1200A	Time-related items				
A2.1	8.4.1	Contractual requirements	Sum	1		
		Operate and maintain facilities on the Site for duration of construction except where otherwise stated				
A2.2	8.4.2.3	Facilities for Engineer				
A2.2.1		Office and furniture for Engineer	Sum	1		
A2.2.2	8.3.2.3	Protective clothing	Sum	1		
A2.3	8.4.2.3	Facilities for Contractor:				

A2.3.1		Offices and storage sheds	Sum	1		
A2.3.2		Workshops	Sum	1		
A2.3.3		Laboratories	Sum	1		
A2.3.4		Living accommodation	Sum	1		
A2.3.5		Ablution and latrine facilities at both sites	Sum	1		
A2.3.6		Tools and equipment	Sum	1		
A2.3.7		Water supplies, electric power and communications	Sum	1		
A2.3.8		Dealing with water	Sum	1		
A2.3.9		Access	Sum	1		
A2.3.10		Fencing and Security for Site Establishment	Sum	1		
A2.4	8.4.5	Other time-related obligations	Sum	1		
A2.5		Health and safety:				

A2.5.1	8.2.1	General safety obligations	Sum	1		
A2.5.2	8.2.3	Health and safety plan	Sum	1		
A2.5.3	8.2.4	Construction Safety Officer and other appointments	Sum	1		
A3	SANS 1200 A	Erect survey beacons on sites	No	2		
A4	8.5	Sums stated provisionally by Engineer				
A4.1		Materials testing at independent laboratory	Prov. Sum	1	4000	
A4.2		Commission on Item A4.2 (State % and extend as an amount)	%			
A5	SANS 1200A	Maintain the main access road for the duration of the project and rehabilitate the road upon completion of the work	Sum	1		
A6	8.1.2	Compliance with the requirements of the Environmental Management Plan for the duration of the Contract	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: PRELIMINARIES						

BILL NO.1:MASONRY BOUNDARY WALL

ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 1: MASONRY BOUNDARY WALL				
2.0	SANS 1200C	SITE CLEARANCE				
	8.2	CLEAR SITE				
2.1	8.2.1	Clear and grub site where boundary wall is to be built	ha	1		
2.2	8.2.5	Take down existing diamond mesh and steel palisade fences	km	0.5		
2.3		Take down existing concrete palisade fences	km	1		
2.4	8.2.7	Dismantle and remove pipelines (not encased in concrete), electricity transmission lines, cables etc.	m	100		
2.5	8.2.7i	Dismantle and remove pipelines encased in concrete	m	50		
2.6	8.2.8i	Dismantle steelwork, etc.	L/Sum	1		
		Removal of topsoil and unsuitable material and temporary stockpiling thereof in:				
2.8		a) topsoil in windrows alongside the work area	m ³	300		
2.9	8.2.9	Cart materials and debris to nearest dump site	tons/km	220		
TOTAL CARRIED FORWARD TO SUMMARY: SITE CLEARANCE						

				BILL NO.1:MASONRY BOUNDARY WALL		
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	RATE (ZAR)		AMOUNT (ZAR)
		BILL NO. 1: MASONRY BOUNDARY WALL				
3.0	SANS 1200 D	EARTHWORKS				
	8.3.2	EXCAVATION				
3.1		Excavate for 690x690 masonry piers footings	m ³	25		
3.2		Excavate for 460x460 masonry piers footings	m ³	220		
3.3		Excavate for 230 wide masonry wall foundations	m ³	150		
	8.3.2(b)	Extra over items 3.1, 3.2, and 3.3 for excavation in:				
3.4		Intermediate material	m ³	100		
3.5		Hard rock material	m ³	50		
3.6	8.3.5	Extra excavation in all materials to provide working space	m ²	100		
3.7		Rip and compact 150mm <i>in situ</i> layer of the foundation bottom to 93% MOD AASHTO (only in soft soils)	m ²	200		
3.8	8.3.8.1c	Existing Services				
		Hand excavations for location and exposing existing services:				
		b) In all other areas	m ³	10		
		BACKFILLING				
3.9		Backfill after casting concrete using excavated materials in:				
3.10		460x460 piers	m ³	17		
3.11		690x690 piers	m ³	117		
3.12		230 masonry walls	m ³	109		

3.13		Backfill after casting concrete using materials from commercial sources:				
3.14		460x460 piers	m ³	6		
3.15		690x690 piers	m ³	6		
3.16		230 masonry walls	m ³	10		
TOTAL CARRIED FORWARD TO SUMMARY: EARTHWORKS						

ITEM NO.	PAYMENT REF.	DESCRIPTION	BILL NO. 1: MASONRY BOUNDARY WALL			
			UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 1: MASONRY BOUNDARY WALL				
4.0	SANS 1200 G	CONCRETE (STRUCTURAL)				
	8.1.3	CONCRETE				
	8.4.2	Blinding layer in 15 Mpa/19mm concrete				
4.1		40mm thickness surface blinding under pier footings	m ²	779		
	8.4.3	Strength concrete 20 MPa/19 mm				
4.2		460x460 pier footings	m ³	120		
4.3		690x690 pier footings	m ³	25		
4.4		230 Wall footings	m ³	200		
4.5		460x460 pier infill	m ³	30		
4.6		690x690 pier infill	m ³	5		
	8.1.1	FORMWORK				
	8.2.1	Rough walls for footings above ground				
4.7		Vertical plane on rocky areas	m ²	200		
	8.1.2	REINFORCEMENT				
4.8		Mild steel bars (R bars)	t	0.4		
4.9	8.3.1	High-tensile steel bars (Y bars including dowel bars)	t	2.4		
	8.3.2	High -tensile welded mesh reinforcement				
4.10		Type reference 193 in standard sheets	m ²	36		
	8.5	JOINTS				

4.11		10mm bitumen impregnated soft board or kaelite filler or Sondor Jointex" polyethylene joint filler with tear-off strip or similar approved in expansion joints	m	1050		
		JOINTING				
4.12		Flush joint finishing	m ²	3450		
4.13		V/concave/semi-round joint finishing	m ²	1725		
	PS 4	TEST BLOCKS				
		Making and testing 150 x 150 concrete strength test cubes in accordance with SANS 5863	No	3		
4.18		Compaction and flush jointing of the top of the walls	m ²	320		
	8.7	GROUTING				
4.18		Grout dowel bars using epoxy grout or similar approved material	m ³	0.4		
TOTAL CARRIED FORWARD TO SUMMARY: CONCRETE (STRUCTURAL)						

			BILL NO. 1: MASONRY BOUNDARY WALL			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 1: MASONRY BOUNDARY WALL				
5.0	MPT 2008	BRICKWORK				
		PREAMBLES				
		The items in this section of bill of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the "Model Preambles of Trades 2008" and Supplementary Preambles incorporated in this Bill of Quantities				
		FOUNDATIONS				
		Brickwork in 230mm solid walls				
5.1		Brickwork of industrial clay bricks or ROK clay bricks (14 MPa nominal compressive strength) in class II mortar	m ²	670		
		SUPERSTRUCTURE				
		Brickwork in 230mm solid walls				
5.2		Brickwork of industrial clay bricks or ROK clay bricks (14 MPa nominal compressive strength) in class II mortar	m ²	3750		
5.3		Brickwork of face brick aesthetic (14 MPa nominal compressive strength) in class II mortar	m ²	280		
		BRICKWORK SUDRIES				
5.4		2.5mm thick brickwork reinforcement/brick force, 150mm wide reinforcement built in horizontally	m	16500		
TOTAL CARRIED FORWARD TO SUMMARY: BRICKWORK						

			BILL NO.2:PARKING			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
2.0	SANS 1200C	SITE CLEARANCE				
2.1	8.2.1	Clear and grub footprint of the parking area and remove to dumping site located within 2 km.	ha	1		
2.2	8.2.5	Assessment and demolition of existing face brick wall (Rate shall include disposing of the rubble to a dumping site located within 2km	m ²	142		
2.3	8.2.8i					
	a)	Remove topsoil over footprint of the parking area to a nominal depth of 150mm and stockpile within the Zoo property within 1.5km radius	m ³	280		
	8.2.9	Cart materials and debris to nearest dump site	m ³	370		
TOTAL CARRIED FORWARD TO SUMMARY: SITE CLEARANCE						

		BILL NO.2:PARKING				
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: EARTHWORKS				
	SANS 1200D	SECTION C: EARTHWORKS				
3	8.3.2	EXCAVATION				
3.1		Excavation in all materials to correct dimensions and depth, and stockpile for backfilling				
3.1.1		Excavate to base of pad footings	m ³	138		
3.1.2		Excavate for storm water drainage channel	m ³	12		
3.1.3		Extra Over for excavation in intermediate rock	m ³	8		
3.2		Rip, shape to suit a required longitudinal slope (fall) and re-compact the existing or in-situ material to 93% of modified AASHTO density	ha	2		
3.3		One layer of 150 mm fill G5 material from commercial sources	m ³	277		
		Backfill and compaction to 95% Mod AASHTO density after casting concrete using excavated materials in:				
3.4		1200x1200 pad footings and stub columns	m ³	104		
TOTAL CARRIED FORWARD TO SUMMARY: EXCAVATION					R	

			BILL NO.2:PARKING			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
	SANS 1200G	Concrete (structural)				
4		Preparation of surfaces to receive concrete.	m ²	158		
4.1	8.1.1	Formwork				
4.1.1	8.2.1	Rough formwork to pad footings	m ²	154		
4.1.2		Smooth formwork to stub columns	m ²	86		
4.2	8.1.2	Reinforcement				
4.2.1	8.3.1	High-tensile steel bars	t	4.1		
4.2.3		Mild steel bars	t	0.4		
4.2.4		Welded mesh Ref. 395	m ²	63.0		
4.3		Scheduled Concrete Items				
		Blinding layer in 15 MPa/19 mm concrete:				

4.3.1		50 mm minimum thickness	m ²	115		
		Strength concrete: 25 MPa/19 mm to:				
4.3.2		Pad footings	m ³	35		
4.3.3		Stub columns	m ³	10		
		Strength concrete: 20 MPa/19 mm to:				
4.3.4		Storm water drainage channel	m ³	6		
4.4	8.5	Joints				
4.4.1		Horizontal contraction joints in storm water drainage channel	m	28		
TOTAL CARRIED FORWARD TO SUMMARY: CONCRETE						

			BILL NO.2:PARKING			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
	SANS 1200 MJ	SECTION : SEGMENTED PAVING				
5	8.2	Scheduled Items				
5.1	8.2.1	Provision of edge restraint				
5.2		Edging type E1	m	52		
5.3		Edging type E3	m	71		
5.4	8.2.2	Construction of paving complete	m ²	1846		
5.5	8.2.3	Cutting Units to Fit Edge Restraint	m	100		
TOTAL CARRIED FORWARD TO SUMMARY: SEGMENTED PAVING						

			BILL NO.2:PARKING			
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
		BILL NO. 2: PARKING				
6	SANS 1200H	SECTION F: STRUCTURAL STEELWORK				
6.1		Supply and fabrication				
		Supply and fabrication of steelwork complete with all the necessary cleats, brackets, gussets, packs, bolts, corrosion protective coating etc., including preparation of shop detail drawings and providing steel grade test certificates as follows, using steel to SANS 1431 Grade S355JR:				
6.1.1		Structural mild steel elements for 70 parking bays	t	32		
6.2		Roof Sheeting				
6.2.1		Concealed Fix Klip-Lok 700, 0.58mm thick heavy industrial Z275 spelter galvanised steel sheeting with accessories fixed to steel purlins.	m ²	1900		
TOTAL CARRIED FORWARD TO SUMMARY: STRUCTURAL STEELWORK						

ITEM NO.	DESCRIPTION	BILL NO. 3: BUILDING RENOVATIONS			
		UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
	BILL NO. 3 :BUILDING RENOVATIONS				
2	CLEAR SITE				
2.1	Remove the entire roof sheeting and trusses, concrete roof tiles, timber beam and existing ceilings. All existing canopies and domes	m ²	1600		
2.2	Scrub down existing wall paper from the all internal walls	m ²	100		
2.3	Construction beam filling	m ²	300		
2.4	Remove existing timber columns, timber skirting , timber counters & timber plinth walls.	m ²	300		
2.5	Remove existing double timber doors	no	5		
2.6	Remove all damaged internal doors	no	5		
2.7	Remove all broken walls tiles bathroom areas	m ²	50		
2.8	Remove all existing sanitary ware items	no	15		
2.9	Remove all existing air conditioning units	no	4		
2.10	Remove all burglar guard,	no	2		
2.11	Remove existing carpet and tiling	m ²	300		
TOTAL CARRIED FORWARD TO SUMMARY: DEMOLITIONS AND SITE CLEARANCE					

		BILL NO. 3: BUILDING RENOVATIONS			
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
3	BILL NO. 3 BUILDING RENOVATIONS				
	WATERPROOFING TO ROOFS, ETC				
	Mariseal liquid polyurethane membrane waterproofing applied in accordance with manufacturer's specification under a ten year guarantee				
3.1	Supply	m ²	1600		
3.2	Install	m ²	1600		
	ROOF SHEETING				
3.3	GRS Brown built 0.58mm ISQ 300 steel chromadek IBR roof sheeting as per Engineers design.				
	Supply	m ²	1600		
	Installation	m ²	1600		
	DOORS, FRAMES ETC.				
	DOORS				
3.4	44mm Thick Meranti Framed, ledged, braced and batten door hung to timber frames	no	6		
3.5	813 x 2032mm high	no	6		
3.6	40mm Thick semi solid door hung to timber frames	no	6		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO.	DESCRIPTION	BILL NO. 3: BUILDING RENOVATIONS			
		UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
4	CEILINGS				
	Suspended ceiling complete with accessories.				
4.1	Supply	m ²	1600		
4.2	Install	m ²	1600		
5	IRONMONGERY				
5.1	Allow for a complete door for standard ironmongery, incl lock set, handles, escutcheon plates, hat and coat hooks and door stops to timber doors	no	5		
5.2	Allow ironmongery set for customise double doors	no	5		
6	PLASTERING				
	INTERNAL & EXTERNAL PLASTER				
	On existing walls				
6.1	Internal walls	m ²	100		
6.2	External walls	m ²	100		
6.3	On beam filling	m ²	300		
7	FLOORS				
7.1	Clean and polish existing ceramic floor tiles	m ²	100		
7.2	Install 600 x 600mmx5mm thickness porcelain tiles fixed to screeds with adhesive and flush pointed with tinted grout	m ²	1600		
	Provisional sum for Cupboards for kitchen and bar shelves	Prov. Sum	1	R 100 000	
	Profit		%		
	Attendance		%		
	Electrical installation	Prov. Sum	1	R 100 000	
	Profit		%		
	Attendance		%		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO.	DESCRIPTION	BILL NO. 3: BUILDING RENOVATIONS			
		UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
	BILL NO. 3 BUILDING RENOVATIONS				
	PLUMBING AND DRAINAGE				
8	EXISTING PARAPLEGIC TOILETTO				
	COMPLY WITH SANS 10400 PART S				
8.1	Supply & Installation 32mm 90 diameter stainless steel grab rails 800mm above the tiled floor level, bolted to a wall.	No.	1		
8.2	Supply & Installation 32mm stainless grab around the cistern rail 800mm above the tiled floor level, bolted to wall ensure the grab rail fits around the cistern with room to hold.	No.	1		
8.3	Supply & Install 150mm satin steel toilet roll holder screw into a wall	No.	1		
8.4	Supply & Installation 400x600x6mm mirror fixed with double sided	No.	1		
8.5	Supply & Installation of new Vitreous china "Paraplegic "90" outlet matching 9 litre cistern complete with lid, fitment and purpose made side flush lever (left) bottom inlet water supply must be on the same side as flush lever	No.	1		
8.6	Supply & Installation of new Vitreous china 510x405 rounded basin with 1 tap integrated overflow and chain stay hole through the centre semi-punched tap hole. Bolted to the wall using 2two 10mm bolts . With a 32mm lagged bottle trap. 1 lever medical elbow action pillar tap, square type 1/4 ceramic disc, blue, SANS226 type 2, cold-water tap positioned closest to WC side of the basin.	No.	1		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO.	DESCRIPTION	BILL NO. 3: BUILDING RENOVATIONS			
		UNIT	QTY	RATE (ZAR)	AMOUNT (ZAR)
	BILL NO. 3 BUILDING RENOVATIONS				
	PAINTWORK				
	ON PLASTERED SURFACE				
9	Prepare surfaces and remove all loose material, apply one coat "Plascon Professional Plaster" primer and two coats "Plascon Wall & All" paint or equivalent, all in accordance with the manufacturers specifications				
9.1	On new plastered beam billing (internal)	m ²	300		
9.2	On new plastered beam billing (internal)	m ²	300		
10	ON WOOD				
10.1	Prepare surfaces and removal all loose material, apply two coats "Plascon" or equivalent clear suede varnish, all in accordance with the manufacturers specifications	m ²	30		
11	DOORS				
11.1	Prepare surfaces and remove all loose material, apply one coat "Knot Seal, one coat "Plascon Wood" primer and two coats "Plascon Velvagio paint, or equivalent all in accordance with the manufacturers specifications	no	10		
11.2	Existing door frames	no	10		
TOTAL CARRIED FORWARD TO SUMMARY: PAINTWORK					

PROFESSIONAL FEES (ECSA Guidelines Clauses 3.2 & 4)**Estimated Cost of Works****Fee Category****Percentage of works****Fee Adjustment****Fee Adjustment (%)****Adjusted Fees (%)****Calculated Basic Fee**

B
8
Not Required

1. BASIC PROFESSIONAL FEES

ECSA Clause Ref.	Project Stage	Calculated Basic Fee	% Discount (if applicable)	Offered Basic Fee	% Payment of Basic Fees	Tendered Fee per Project Stage (Excl. VAT)
3.2.1	Stage 1: Inception Stage					
3.2.2	Stage 2: Concept & Viability					
3.2.3	Stage 3: Design Development					
3.2.4	Stage 4: Documentation Stage					
3.2.5	Stage 5: Contract					

	Administration					
3.2.6	Stage 6: Close out Stage					
					Subtotal 1	

2. TIME BASED FEES AND DISBURSEMENTS

ECSA Clause Ref.	Type of Service	Unit	Quantity	Rate per Unit	Amount	Total (Excl. VAT)
3.3.1a	Topographic Survey	Hrs				R -
3.3.1b	Geotechnical Investigations	Hrs				R -
3.3.2	Level 2 Construction Monitoring	Hrs				R -
3.3.3	Occupational Health and Safety	Hrs				R -
4.2b	ECSA Staff Category B	Hrs				R -
4.6a	A4 Typing, copying, printing and binding of all contract and as built documents	Pages				R -
4.6b	A3 Typing, copying, printing and binding of all contract and as built documents	Pages				R -
4.6c	A0 Typing, copying, printing and binding of all contract and as built documents	Pages				R -
4.6d	Travelling (up to 2500cc)	Km				R -
4.6e	Traveling time	Hrs				R -
4.6f	Accommodation	Per-Night				R -

4.6g	Flights	No				R	-
						Subtotal 2	R -
						Subtotal 1+2	R -
						TOTAL	R -
Total Offered Professional Fee for Professional Services on this Project (discount included) to be carried over to summary page EXCLUIVE OF VAT.							

SUMMARY OF PRICED BILLS

ITEM	DESCRIPTON	AMOUNT
	BILL NO 1: MAOSNRY BOUNDARY WALL	
1	SECTION A - PRELIMINARY & GENERAL	AMOUNT
2.0	SANS 1200-C: SITE CLEARANCE	
3.0	SANS 1200-D: EARTHWORKS	
4	SANS 1200-G: CONCRETE (STRUCTURAL)	
5	MPT 2008 - BRICKWORK	
	BILL NO. 2: PARKING	
ITEM	DESCRIPTION	AMOUNT
2.0	SANS 1200C: SITE CLEARANCE	
3.0	SANS 1200D: EARTHWORKS	
4	SANS 1200G: CONCRETE (STRUCTURAL)	
5	SANS 1200MJ: SEGMENTED PAVING	
6	SANS 1200H: STRUCTURAL STEELWORK	

	BILL NO. 3: BUILDING RENOVATIONS	
ITEM	DESCRIPTION	AMOUNT
2	DEMOLITIONS AND SITE CLEARANCE	
3	ROOF STRUCTURE	
4	MISCELLANEOUS ITEMS	
5	PLUMBING AND DRAINAGE	
6	PAINTWORK	
7	BILL NO 4: PROFESSIONAL FEES	

NET TOTAL OF TENDER

Add 15% for Value Added Tax

GROSS TOTAL OF TENDER
Carried to Tender Form

Signed on behalf of Tenderer

.....
....

Date

.....
....

C3: SCOPE OF WORK

C3.1 Employer's objectives

The National Zoological Garden (NZG) is situated in the centre of Pretoria covering a spread of 85ha site comprising a variety of infrastructure in its public and service areas. The Employer's objective for this project is to refurbish the degrading infrastructure at one of the food & beverage outlets (existing building), to provide new additional covered parking for staff and to secure the remainder of the property against trespassers and criminal activities.

C3.2 Description of the Works

The works include the following main items, comprising the design and construction of new masonry boundary wall, new staff parking and existing building in one of the food and beverage outlets. An overview of the works is provided below. Further reference shall be made to the bill of quantities included in this document.

C3.2.1 Masonry Boundary Wall

The NZG property is currently secured by a combination of concrete palisade fence; steel palisade fence, diamond mesh fences and the recently constructed masonry boundary wall. The first phase of the boundary wall comprised the Northern and North Eastern areas of the property and was constructed in 2018 covering a length of approximately 1200m. The remaining section includes the western side along Paul Kruger Street and North of the Apies River which are currently fenced with Concrete palisade fence. The fences in these areas are the weakest points of security and unauthorised access can be gained easily. The steel palisade fence is also targeted by those in the business of selling scrap metals. Part of the site is the most vulnerable to trespassers, drug mongers and any other people engaged and/or engaging in criminal activities.

The scope of works entails the design and construction of a new masonry boundary wall using ROK clay bricks or industrial clay bricks. The minimum sizes for the perimeter wall are 220mm wide by 2100mm high. The following key activities are highlighted:

- Design and construction of the works;
- Clearing and grubbing of the works area;
- Excavation in the area of the works to the required levels;
- Earthworks including the importing, backfilling and compaction of layer works;
- Profiling of the natural ground level, following completion of the new installations, of the areas along the perimeter of the works;
- Removal of topsoil;
- Excavation for masonry pier pad footings;
- Excavation for masonry wall strip footings;

- Structural concrete works and brickwork.

C3.2.2 New staff parking

The new and additional staff parking will cover a total area of 1846m², is to be designed and constructed to accommodate a minimum of 70 parking bays with two parking bays for disabled people. The following key activities are highlighted:

- Design and construction of the new parking;
- Clearing and grubbing of the works area;
- Removal of topsoil;
- Sloping of the site to required levels;
- Layer works (including backfilling and compaction);
- Excavation of foundations
- Concrete works;
- The parking area to be paved with class 25 interlocking concrete units as per SANS 1058;
- Storm water drainage system to be provided;
- Carports to be made of light structural steel covered with IBR sheeting.

C3.2.3 Renovations to existing building

Renovations to selected existing buildings such as food and beverages outlets buildings will be carried out. The following key activities are highlighted:

- Removal of existing roof complete with roof sheets and timber structure and take to store within 500m radius;
- Design and construction of new roof structure in line with SANS 10400-L.;
- Remove existing ceiling and take away off site;
- Design, supply and installation of new suspended ceiling tiles;
- Removal of existing floor tiles and take away off site;
- Clean/scrub and polish existing floor tiles;
- Remove portion of floor tiles and take away off site;
- Restore existing plumbing connections;
- Removal of existing lights and store on site for re-use;
- Supply and installation of new lights; and
- Supply and paint existing internal walls;

C3.3 Engineering

C3.3.1 Design Services

The responsibilities for the delivery of design documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Conceptual Design for the works	Contractor
Detail Design for the works	Contractor
Temporary Works	Contractor
Preparation of As built Drawings	Contractor
Preparation of data packs and end of job documentation	Contractor

C3.3.2 End of Job Documentation Requirements

a) Hard Copy Requirements

- The content of the test packs, QC packs and data books must be identified and indexed in a manner that enables easy identification of the listed content. The content within the file must be subdivided into numbered chapters and further into detailed documents.
- Chapters must be segregated by divider sheets. The number of a chapter and the title must be printed on the divider sheets.
- The files utilized to compile the printed copy/copies of the packs must be A4 sized lever-arch files with spine pockets provided in hard covered plastic. End pocket and inserts must be used.
- The test packs/QC packs must be handed over 2 weeks after request for practical completion, in both hard copy and electronic format.
- Two sets of the test packs shall be provided.

b) Electronic Copy Requirements

- One (1) soft copy of each test pack, QC pack and data book shall be provided on CD/ DVD (re-writable).

C3.4 Construction specifications

C3.4.1 Applicable National Standards

The works shall be designed and constructed in line with applicable national (SANS) and international standards and Construction Regulations 2014. The contractor (including sub-contractors) shall be familiar with the contents of:

- SANS 10400 and related SANS 1200/2001 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

C3.4.2 Drawings

The contractor prepares all construction and as-built drawings and provides copies of the drawings to the Employer both in hard copy and dwg. format.

C3.4 Extent of the works

The contractor is responsible for the necessary assessment, design, supply and delivery of materials and equipment.

C3.4.1 Deliverables for the design scope

The deliverables for the Professional Service Provider shall include all the stages from 1 to 6 as per ECSA Guideline scope of services and tariff of fees for persons registered in terms of the Engineering Profession Act (No. 46 of 2000). The scope includes but is not limited to:

- Conduct necessary site assessments and provide preliminary report for approval by NZG with cost estimates for the agreed scope which shall include the necessary studies as required by relevant authorities as well as the construction scope.;
- Obtain approval from Employer to proceed with detailed designs and drawings;
- Develop and provide detailed construction drawings and Bill of quantities for approval by Employer before commencement of construction works;
- Submission of the drawings and necessary reports to the relevant authorities for approval;
- Secure the necessary approval from all the relevant authorities;
- Provide construction monitoring on level 2 intensity as per ECSA Guideline scope of services and tariff of fees for persons registered in terms of the Engineering Profession Act (No. 46 of 2000) .

C3.3.2 Reporting and Management Requirements

Gated reviews will take place at each stage of the project and continuation will be informed by availability of budgets to proceed to the next stage. If there is any conflict between the specific requirements and the relevant guideline scope of services document referred to above, the specific requirements shall take precedence. The Engineer signs off all critical stages during construction and provides monthly progress reports to the Employer. Progress meetings shall be held bi-weekly which will include both technical and site meetings.

The progress report includes:

- Status report of the project;
- Forecast and updated detailed programme of works for the coming month to the Employer.
- Summary of costs expended and projected cash flows for the remaining project duration; and
- Projected risks and mitigation plans;

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 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.