

## THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

**Tender No: G361/2020**

**REQUEST FOR TENDERS: KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON  
NEW BOUNDARY FENCE**

### PROCUREMENT DOCUMENT

### VOLUME 1: THE TENDER

**January 2020**

**Issued by:**

The South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

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

**Contact Details:** .....

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## **TENDER INFORMATION**

### **Part T1: Tendering Procedures**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>CONTRACT No.:</b>  | G361/2020                                                                 |

|                          |                        |                         |                         |
|--------------------------|------------------------|-------------------------|-------------------------|
| <b>Advertising date:</b> | <b>24 January 2020</b> | <b>Closing date:</b>    | <b>21 February 2020</b> |
| <b>Closing time:</b>     | <b>11:00</b>           | <b>Validity period:</b> | <b>120 days</b>         |

It is estimated that Tenderers should have a CIDB Contractor grading of **4SQ** or higher

Quality control procedures will form part of the evaluation process of tender submissions and the following criteria will be used to achieve the Employer's quality requirements / objectives.

The Tenderer shall submit with the tender the proposed organizational chart for this project, detailing staff to be assigned to it as well as their respective CVs.

- Tender documents will only be available online on the SANBI website [www.sanbi.org](http://www.sanbi.org) (click on "opportunities") as from 24 January 2020
- A **compulsory site briefing session** will take place on site on Wednesday, 5 February 2020 at 11:00 at the Kwelera National Botanical Garden Offices (Farm No. 1505, Road DR02731, Kwelera)
- Appointment of the successful Tenderer is subject to receiving final Environmental Authorisation for the works from the Department of Environmental Affairs. Environmental Authorisation has been received pending appeals.

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

|                                                          |                                                                                                 |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>SANBI Representative<br/>(Technical Queries Only)</b> | Mr Gavin Hollis<br>043 726 0074<br><a href="mailto:ghollis@eceng.co.za">ghollis@eceng.co.za</a> |
| <b>SANBI SCM Representative</b>                          | <a href="mailto:sanbi.tenders@sanbi.org.za">sanbi.tenders@sanbi.org.za</a>                      |

The closing time and date for the receipt of tenders is 21 February 2020 at 11:00.

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

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

## T1.2 Tender Data

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

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

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

| Clause number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1         | The Employer is:<br>South African National Biodiversity Institute<br>Private Bag X101<br>Silverton<br>0184                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.1.2         | <p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>VOLUME 1: THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Annex F: Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of Returnable Documents</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Form of Guarantee</p> <p>C1.3.1 Fixed Construction Guarantee</p> <p>C1.3.2 Variable Construction Guarantee</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Priced Document comprising Bills of Quantities -<br/>         Section No. 1 - Preliminaries<br/>         Section No. 2 – Boundary Fencing (Provisional)<br/>         FINAL SUMMARY</p> <p><b>Part C3: Scope of Works</b></p> <p>C3.1 Description of the Works</p> <p>C3.2 Annexures</p> <p>C3.3 Variations and Additions to Requirements of Standardised Specifications</p> <p>C3.4 Drawings</p> <p><b>Part C4: Site Information</b></p> <p>C4.1 Geotechnical Information</p> <p>C4.2 Health and Safety Specification</p> <p>C4.3 Environmental Management Programme</p> <p>C4.4 Construction Regulations Checklist</p> <p>C4.5 HIV/AIDS Specification</p> |

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|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.4   | <p>The Employer's agent is:<br/> <b>Element Consulting Engineers</b><br/> <b>52 Stewart Drive, Baysville, East London</b><br/> <b>Contact person: Gavin Hollis</b><br/> <b>Tel: +27 43 726 0074</b><br/> <b>Fax: +27 43 726 0600</b><br/> <b>E-mail: ghollis@eceng.co.za</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F 2.1.1 | <p>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.</p> <p>This Tender contains local content. Only locally produced or locally manufactured steel products with a minimum threshold for local production and content will be considered. The Local Content threshold of 100% (One Hundred Percent) will be required for items specified on SBD 6.2. The Declaration Certificate for local content SBD 6.2 together with all Local Content Annexures Declaration (Annex C, D and E) must be completed, duly signed and submitted by the Tenderer at the closing date and time of the Tender.</p> <p>Tenderers must submit a certificate from a registered auditor confirming that the local content declaration templates have been audited and certified as correct (<b>Local Content Declaration - Annex B attached</b>)</p> <p>Only the South African Bureau of Standards (SABS) approved technical specification number 1286:2011 must be used for local content.</p> <p>The local content (LC) expressed as a percentage of the Tender price must be calculated in accordance with the following formula which must be disclosed in the Tender documentation:<br/> <math display="block">LC = (1 - x/y) * 100</math>         Where<br/>         x is the imported content in Rand<br/>         y is the Tender price in Rand excluding value added tax (VAT)<br/>         in case of projects x and y value of steel products and components in the project</p> <p>The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank at 12:00 on the date of the advertisement of this Tender.</p> <p>SABS approved technical specification number SATS 1286:2011 and guidance on the local content calculation and together with Local Content Declaration, Annexure C, Annex D (Imported Content Declaration and Annex E Local Content Declaration (Supporting Schedule for Annex C) are attached and are also accessible to all potential Tenderers on the dti's official website: <a href="http://www.thedti.gov.za/industrial%20development/ip.jsp">http://www.thedti.gov.za/industrial development/ip.jsp</a> at no cost.</p> <p>The rate of exchange quoted by the Tenderer in paragraph 4.1 of the Declaration Certificate will be verified for accuracy</p> <p>If the quantity of steel products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and /or at the designated local content threshold stipulated in paragraph 3.3, Tenderers should obtain written exemption from the Department of Trade &amp; Industry.</p> <p>Tenderers must clearly indicate in their Tenders the quantities to be supplied and the level of local content for each product.</p> <p>A person awarded a contract in relation to a designated sector, may not subcontract in a such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.</p> |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the closing date for submissions, in a Contractor Grading designation equal to or higher than a Contractor Grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>SQ</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a Contractor Grading designation in the <b>3SQ</b> class of construction work; and</li> <li>the combined Contractor Grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor Grading designation determined in accordance with the sum tendered for a <b>4SQ</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>                                                                                                                                                                                                                                                                                       |
| F.2.7    | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.2.12   | Main tender offers are required to be submitted together with alternative tenders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.2.12   | <p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p> |
| F.2.13.3 | <p>Tenderers shall note the specific requirements for packaging of their tender documents and include only the following:</p> <ul style="list-style-type: none"> <li><b>Financial:</b> 1 original document marked "Original" <b>including</b> Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and</li> <li><b>Technical:</b> 3 copies <b>excluding</b> Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities. "Copies" includes copies of all original documentation.</li> </ul> <p><b>INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE THREE COPIES <u>WILL</u> LEAD TO THE TENDER BEING DISQUALIFIED.</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>The address as stated in F2.13.5 below</li> <li>The identification details as stated in F2.13.5 below</li> <li>Name of the Tenderer</li> <li>The words <b>"Not be opened before the Tender opening"</b></li> </ul> <p>The technical and financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words <b>NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE.</b></p>                                                                                                                   |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.13.5 | <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender box: <b>Pretoria National Botanical Garden</b></p> <p>Physical address: <b>Biodiversity Centre, 2 Cussonia Avenue, Brummeria, Pretoria</b></p> <p>Identification details: Tender Number: <b>G361/2020</b><br/> Title of Tender: <b>Kwelera National Botanical Garden, East London: New Boundary Fence</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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 <b>120 days</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.2.18   | The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.23   | <p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) <b>A current copy of the Central Supplier Database (CSD) registration report</b></li> <li>2) <b>A printed copy of the Active Contractor's Listing off the CIDB website (<a href="http://www.cidb.org.za">www.cidb.org.za</a>)</b></li> <li>3) <b>A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour.</b></li> <li>4) <b>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.</b></li> <li>5) <b>Pre-Qualification: (i) Only Tenderers with B-BBEE status level 2 or higher.</b><br/> <b>(ii) EME or QSE which is at least 51% owned by black company.</b></li> </ol> |
| F.3.4    | The tenders will be opened in public if required (please note that the two-envelope system is being followed).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.3.11.1 | The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Local Content production and content, Financial offer, quality and preferences in accordance with F.3.11.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.3.11.7 | <p>Scoring financial offers</p> <p>The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

F.3.11.8

Scoring preference

A maximum of 100 minus W<sub>1</sub> 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, 2017 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA).

Points awarded will be according to a Tenderer's B-BBEE Status Level of contribution and summarised in 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                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

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; and

(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 **Preference Point System (T2.1.06)**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                      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| F.3.11.9 | Scoring quality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                      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|          | The functionality (quality) evaluation criteria are listed below. Maximum points for each criterion are in <b>bold</b> while points for each sub-criterion are indicated in brackets.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                     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|          | <b>FUNCTIONALITY CRITERIA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                      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| 1        | Implementation method and project plan or programme <ul style="list-style-type: none"> <li>Method to be followed in delivering this project</li> <li>Weekly plan/programme with milestones</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>25</b><br>(15)<br>(10)                                                                                                                                                                                                                                                            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| 2        | Contractor's Experience <ul style="list-style-type: none"> <li>Three contactable reference letters regarding similar work completed in last three years</li> <li>List of at least ten other similar projects with telephonic references and indicating value of works completed</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>40</b><br>(15)<br>(25)                                                                                                                                                                                                                                                            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| 3        | Contractor's Resources – Personnel and Plant<br>Proposed personnel: <ul style="list-style-type: none"> <li>CVs for each proposed key personnel member indicating:               <ul style="list-style-type: none"> <li>Previous work experience</li> <li>Total number of years' working experience in construction</li> <li>Individual experience on similar work in last five years</li> <li>Qualifications or artisan's certification or other recognised training courses completed</li> <li>Membership of professional bodies or guilds</li> </ul> </li> </ul> Plant: <ul style="list-style-type: none"> <li>Equipment owned by Contractor</li> <li>Equipment to be rented (if any) – with preferred rental companies</li> </ul> | <b>35</b><br>(25)<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br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| F.3.13 | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the Tenderer submits <b>a copy of the CSD registration certificate</b>;</li> <li>b) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.1 of this procurement document</li> <li>c) the Tenderer is registered with the Construction Industry Development Board in an appropriate Contractor Grading designation;</li> <li>d) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the Tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) 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;</li> <li>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.</li> <li>h) the Tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA);</li> <li>i) the Tenderer has a valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour, if applicable</li> </ul> |
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## Annex F

### Standard Conditions of Tender

#### F.1 General

##### F.1.1 Actions

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

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

Note: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

(2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

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

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

#### **F.1.4 Communication and Employer's agent**

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

#### **F.1.5 The Employer's right to accept or reject any tender offer**

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

###### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

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

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of tendering**

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

#### **F.2.3 Check documents**

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

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

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

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

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

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

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

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

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

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

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

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

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

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

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

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

- (a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and

- the unit rate shall be corrected.
- (b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **F.3.10 Clarification of a tender offer**

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

#### **F.3.11 Evaluation of tender offers**

##### **F.3.11.1 General**

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

##### **F.3.11.2 Method 1: Financial Offer**

In the case of a financial offer:

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

##### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

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

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

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

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

##### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

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

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

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

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

#### **F.3.11.6 Decimal places**

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

#### **F.3.11.7 Scoring Financial Offers**

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

$$N_{FO} = W_1 \times A$$

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

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

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

#### **F.3.11.8 Scoring preferences**

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

#### **F.3.11.9 Scoring quality**

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

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

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

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

#### **F.3.12 Insurance provided by the Employer**

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

#### **F.3.13 Acceptance of tender offer**

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

- (a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- (b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- (c) Has the legal capacity to enter into the contract,
- (d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- (e) Complies with the legal requirements, if any, stated in the tender data, and
- (f) Is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

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

- (a) Addenda issued during the tender period,
- (b) Inclusion of some of the returnable documents, and
- (c) Other revisions agreed between the Employer and the successful Tenderer.

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

#### **F.3.15 Complete adjudicator's contract**

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

#### **F.3.16 Notice to unsuccessful Tenderers**

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

**F.3.16.2** After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

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

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

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

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

## **Part T2: Returnable Documents**

## T2.1 LIST OF RETURNABLE DOCUMENTS

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>CONTRACT No.:</b>  | G361/2020                                                                 |

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

| <b>Tender document name</b>                                                                | <b>Number of pages issued</b> | <b>Returnable document</b>        |
|--------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------|
| Resolution of Board of Directors (T2.1.01)                                                 | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable) | 2 Pages                       | ■ Yes <input type="checkbox"/> No |
| Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)                          | 3 Pages                       | ■ Yes <input type="checkbox"/> No |
| Schedule of Proposed Sub-Contractors (T2.1.04)                                             | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Capacity of Tenderer (T2.1.05)                                                             | 3 Pages                       | ■ Yes <input type="checkbox"/> No |
| Preference Point System (T2.1.06)                                                          | 6 Pages                       | ■ Yes <input type="checkbox"/> No |
| Resources to be employed in terms of Organization and Staffing (T2.1.07)                   | 2 Pages                       | ■ Yes <input type="checkbox"/> No |
| Estimated Monthly Expenditure (T2.1.08)                                                    | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Unemployment Insurance Fund (UIF) (Clause F.2.23)                                          | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Compensation of Occupational Injuries and Disease Act (COIDA) (Clause F.2.24)              | 1 Page                        | ■ Yes <input type="checkbox"/> No |

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

| <b>Tender document name</b>                                                                                     | <b>Number of pages issued</b> | <b>Returnable document</b>        |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------|
| Compulsory Site Inspection Meeting Certificate (T2.1.09)                                                        | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Declaration of Interest (T2.1.10)                                                                               | 2 Pages                       | ■ Yes <input type="checkbox"/> No |
| Medical Certificate for the confirmation of permanent disabled status (T2.1.11)                                 | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Proof of registration with Construction Industry Development Board (T2.1.12)                                    | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Original Valid Tax Clearance Certificate (T2.1.12a)                                                             | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Copy of CSD Registration Certificate (T2.1.13)                                                                  | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| Financial References (T2.1.14)                                                                                  | 1 Page                        | ■ Yes <input type="checkbox"/> No |
| SBD 6.2: Declaration Certificate of Local Production and Content for Designated Sectors (and Annex B, C, D & E) | 7 Pages                       | ■ Yes <input type="checkbox"/> No |
| SBD 8: Declaration of Bidder's Past Supply Chain Management Practices                                           | 2 Pages                       | ■ Yes <input type="checkbox"/> No |
| SBD 9: Certificate of Independent Quotation Determination                                                       | 4 Pages                       | ■ Yes <input type="checkbox"/> No |

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

| <b>Tender document name</b>                             | <b>Number of pages issued</b> | <b>Returnable document</b> |
|---------------------------------------------------------|-------------------------------|----------------------------|
| Record of Addenda to Tender Documents (T2.1.15)         | 1 Page                        | ■ Yes   □ No               |
| Compulsory Enterprise Questionnaire (T2.1.16)           | 3 Pages                       | ■ Yes   □ No               |
| Schedule for Imported Materials and Equipment (T2.1.17) | 1 Page                        | ■ Yes   □ No               |

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

| <b>Tender document name</b>                              | <b>Number of pages issued</b> | <b>Returnable document</b> |
|----------------------------------------------------------|-------------------------------|----------------------------|
| Applicable/Selected Form of Guarantee (C1.3.1 or C1.3.2) | 2 Pages                       | ■ Yes   □ No               |
| Priced Bills of Quantities                               | 35 Pages                      | ■ Yes   □ No               |
| C1.1 Form of Offer and Acceptance                        |                               |                            |
| C1.2 Contract Data                                       |                               |                            |

## RETURABLE 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 JV's (If Applicable) |                   |
| T2.1.03       | Special Resolution of Consortia or JV's (If Applicable)                          |                   |
| T2.1.04       | Schedule of Proposed Sub-contractors                                             |                   |
| T2.1.05       | Capacity of Tenderer                                                             |                   |
| T2.1.06       | Preference Point System                                                          |                   |
| T2.1.07       | Resources to be employed in terms of organization and staffing                   |                   |
| T2.1.09       | Compulsory Site Inspection Meeting 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               |                   |
| T2.1.12a      | Original Valid Tax Clearance Certificate                                         |                   |
| T2.1.13       | Copy of CSD Registration Certificate                                             |                   |
| T2.1.14       | Financial References                                                             |                   |
| T2.1.15       | Record of Addenda to tender documents                                            |                   |
| T2.1.16       | Compulsory Enterprise Questionnaire                                              |                   |
| T2.1.17       | Schedule for Imported Materials and Equipment                                    |                   |
| 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.2.24 | 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 |
|---------------|--------------------------------------------------------------------------------------------------------|-------------------|
| C1.1          | Form of Offer and Acceptance                                                                           |                   |
| C1.2          | Contract Data                                                                                          |                   |
| C2.2          | Priced Bills of Quantities                                                                             |                   |
| T2.1.08       | Estimated Monthly Expenditure                                                                          |                   |
| SBD 6.2       | Declaration Certificate of Local Production and Content for Designated Sectors (and Annex B, C, D & E) |                   |

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

**KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE**

(project description as per Tender / Tender Document)

Tender / Tender Number: No. G361/2020

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 Tender / Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender / 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 Tendering 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 Tender /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:

**KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE**

(Project description as per Tender /Tender Document)

Tender / Tender Number: No. G361/2020

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

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 Tendering 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 Tender 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 Tender in Consortium/Joint Venture to the South African National Biodiversity Institute in respect of the following project:

#### **KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE**

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

Tender / Tender Number: No. G361/2020

- 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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender 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 Tender
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender 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 SUB-CONTRACTORS

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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

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

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

|                               |                  |                 |             |
|-------------------------------|------------------|-----------------|-------------|
|                               |                  |                 |             |
| <b>Name of representative</b> | <b>Signature</b> | <b>Capacity</b> | <b>Date</b> |

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

## T2.1.05 CAPACITY OF TENDERER

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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

| <b>Skilled artisans employed</b> |               | <b>Unskilled employees employed</b> |               |
|----------------------------------|---------------|-------------------------------------|---------------|
| <b>Categories of artisans</b>    | <b>Number</b> | <b>Categories of employees</b>      | <b>Number</b> |
|                                  |               |                                     |               |
|                                  |               |                                     |               |
|                                  |               |                                     |               |
|                                  |               |                                     |               |
|                                  |               |                                     |               |
|                                  |               |                                     |               |
|                                  |               |                                     |               |

### 1.1. Provide full particulars of:

| <b>Machinery</b> | <b>Plant</b> | <b>Workshops</b> |
|------------------|--------------|------------------|
|                  |              |                  |
|                  |              |                  |
|                  |              |                  |
|                  |              |                  |
|                  |              |                  |

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

**2.1. Current projects:**

| Project | Place (town) | Reference/<br>Contact person | Contact Tel. No. | Contract amount | Contract period | Date of Commence-ment | Scheduled date of completion |
|---------|--------------|------------------------------|------------------|-----------------|-----------------|-----------------------|------------------------------|
| 1       |              |                              |                  |                 |                 |                       |                              |
| 2       |              |                              |                  |                 |                 |                       |                              |
| 3       |              |                              |                  |                 |                 |                       |                              |
| 4       |              |                              |                  |                 |                 |                       |                              |
| 5       |              |                              |                  |                 |                 |                       |                              |
| 6       |              |                              |                  |                 |                 |                       |                              |
| 7       |              |                              |                  |                 |                 |                       |                              |
| 8       |              |                              |                  |                 |                 |                       |                              |
| 9       |              |                              |                  |                 |                 |                       |                              |
| 10      |              |                              |                  |                 |                 |                       |                              |
| 11      |              |                              |                  |                 |                 |                       |                              |

---

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

**2.2. Previous projects:**

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

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

## **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 Tenders 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, TENDERERS 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 Tenders:

- 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 Tender is estimated to be less than R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>POINTS</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>1.3.1.1 PRICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>80</b>     |
| <b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>20</b>     |
| <b>Total points for Price and B-BBEE must not exceed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b>    |
| 1.4 Failure on the part of a Tenderer 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 Tender, 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 Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.                                                                                                                                                                                                                                                                                           |               |

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

## 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 **“Tender”** 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 Tendering 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 Tender 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 Tender 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 Tenderer;
- 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 Tender 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

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

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

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more Tenders have scored equal total points, the successful Tender 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 Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

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

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

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

Where

- $P_s$  = Points scored for comparative price of Tender under consideration
- $P_t$  = Comparative price of Tender under consideration
- $P_{\min}$  = Comparative price of lowest acceptable Tender

## 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 Tenderer for attaining the B-BBEE Status Level of contribution in accordance with the table below:

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of points (90/10 system)</b> | <b>Number of points (80/20 system)</b> |
|-------------------------------------------|----------------------------------------|----------------------------------------|
| 1                                         | 10                                     | 20                                     |
| 2                                         | 9                                      | 18                                     |
| 3                                         | 6                                      | 14                                     |
| 4                                         | 5                                      | 12                                     |
| 5                                         | 4                                      | 8                                      |
| 6                                         | 3                                      | 6                                      |
| 7                                         | 2                                      | 4                                      |
| 8                                         | 1                                      | 2                                      |
| Non-compliant contributor                 | 0                                      | 0                                      |

- 5.2 Tenderers 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 Tenderers 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 Tender.
- 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 Tender documents that such a Tenderer 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 Tenderer 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. TENDER DECLARATION

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

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

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

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

## 8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted? .....%  
(ii) The name of the sub-Contractor? .....  
(iii) The B-BBEE Status Level of the sub-Contractor? .....  
(iv) Whether the sub-Contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm : .....

- 9.2 VAT registration number : .....

- 9.3 Company registration number : .....

- 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture/Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

- 9.6 COMPANY CLASSIFICATION

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

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE 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 Tendering process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Restrict the Tenderer 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. ....  
 .....

TENDERER(S)

SIGNATURE(S) OF

2. ....

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, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

[illegible]

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

[illegible]

## T2.1.08 ESTIMATED MONTHLY EXPENDITURE

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

The amounts for Contingencies must not be included.

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

## T2.1.09 COMPULSORY SITE INSPECTION MEETING CERTIFICATE

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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

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

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

|                                          |           |      |
|------------------------------------------|-----------|------|
|                                          |           |      |
| Name of Principal Agent's Representative | Signature | Date |

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

## 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 Tenderer / Tenderer or the Tenderer / Tenderer's duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her Employer; the Tenderer / 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 Tender / 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 Tenderer / 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 Tenderer / 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 Tenderer / Tenderer, the Tenderer's / Tenderer's duly authorised representative, and/or any of the Tenderer's / Tenderer's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the South African National Biodiversity Institute and/or in the employ of the person/s or legal entity acting on behalf of the South African National Biodiversity Institute, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?

☐ YES ☐ NO

---

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

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 Tender / tender documents on behalf of the Tenderer / 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 Tenderer / Tenderer, jointly and severally, should this declaration prove to be false.

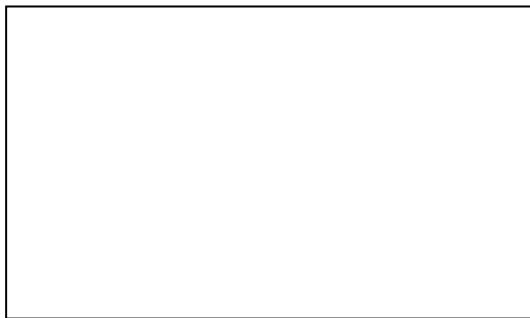
Duly signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ (month)  
\_\_\_\_\_ (year)

\_\_\_\_\_  
Name of Tenderer / 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

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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**

|                       |                                                                               |
|-----------------------|-------------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW<br/>BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                     |

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

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

## **T2.1.12a ORIGINAL VALID TAX CLEARANCE CERTIFICATE**

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

A valid original Tax Clearance Certificate must be included for evaluation purposes.

### **T2.1.13 COPY OF CSD REGISTRATION CERTIFICATE**

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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

## T2.1.14 FINANCIAL REFERENCES

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

### Notes to Tenderer:

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.

The Tenderer's banking details as they appear below shall be completed.

In the event that the Tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

### Details of Company's Bank

| <b>DESCRIPTION OF BANK DETAIL</b> | <b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b> |
|-----------------------------------|----------------------------------------------------------|
| Name of bank                      |                                                          |
| Branch name                       |                                                          |
| Branch code                       |                                                          |
| Street address                    |                                                          |
| Postal address                    |                                                          |
| Name of manager                   |                                                          |
| Telephone number                  |                                                          |
| Fax number                        |                                                          |
| Account number                    |                                                          |

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Tendering Document (SBD) must form part of all Tenders 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, Tenderers 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 Tendering 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 Tendering 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 Tender 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 Tender 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) at 12:00 on the date of advertisement of the Tender as indicated in paragraph 4.1 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 Tender may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the Tender documentation;

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|------------------------------------------------|-------------------------------------|
| Galvanised Wire                                | 100 %                               |
| Bolts                                          | 100 %                               |
| Nuts                                           | 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 Tender 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 at 12:00 on the date of advertisement of the Tender.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

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

**4.** Where, after the award of a Tender, 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 TENDER No. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): **SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE.**

**NB**

- 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 Tenderer.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Tenderers should first complete Declaration D. After completing Declaration D, Tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the Tender documentation at the closing date and time of the Tender in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Tenderers for verification purposes for a period of at least 5 years. The successful Tenderer 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 Tenderer 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 Tender comply with the minimum local content requirements as specified in the Tender, 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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|                                                                    |   |
|--------------------------------------------------------------------|---|
| Tender 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 Tender 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 4.1 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 Tender 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:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

|      |                                  |                                                                    |
|------|----------------------------------|--------------------------------------------------------------------|
| (C1) | <b>Tender No.</b>                | G356/2019                                                          |
| (C2) | <b>Tender description:</b>       | Kwelera National Botanical Garden, East London: New Boundary Fence |
| (C3) | <b>Designated product(s)</b>     | Steel Products & Components                                        |
| (C4) | <b>Tender Authority:</b>         |                                                                    |
| (C5) | <b>Tendering Entity name:</b>    | South African National Biodiversity Institute                      |
| (C6) | <b>Tender Exchange Rate:</b>     | Pula <input type="text"/> EU <input type="text"/>                  |
| (C7) | <b>Specified local content %</b> |                                                                    |

[illegible][illegible]

Date: .....

|                          |     |
|--------------------------|-----|
| (C20) Total tender value | R 0 |
|--------------------------|-----|

|                                     |     |
|-------------------------------------|-----|
| (C21) Total Exempt imported content | R 0 |
|-------------------------------------|-----|

|                                                         |     |
|---------------------------------------------------------|-----|
| (C22) Total Tender value net of exempt imported content | R 0 |
|---------------------------------------------------------|-----|

|                              |     |
|------------------------------|-----|
| (C23) Total Imported content | R 0 |
|------------------------------|-----|

|                           |     |
|---------------------------|-----|
| (C24) Total local content | R 0 |
|---------------------------|-----|

|                                         |  |
|-----------------------------------------|--|
| (C25) Average local content % of tender |  |
|-----------------------------------------|--|

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. G356/2019  
 (D2) Tender description: Kwelera National Botanical Garden, East London: New Boundary Fence  
 (D3) Designated Products: Steel Products & Components  
 (D4) Tender Authority:   
 (D5) Tendering Entity name: South African National Biodiversity Institute  
 (D6) Tender Exchange Rate: Pula  EU  R 9.00 GBP  R 12.00

Note: VAT to be excluded from all calculations

## A. Exempted imported content

|                                   |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                            | Summary    |                         |
|-----------------------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|------------|-------------------------|
| Tender item no's                  | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7)                              | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      | (D17)      | (D18)                   |
|                                   |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |
|                                   |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |
|                                   |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |            |                         |
| (D19) Total exempt imported value |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            | R 0        |                         |

This total must correspond with Annex C - C 21

## B. Imported directly by the Tenderer

|                                        |                                 |                 |                   | Calculation of imported content                  |                         |                        |                                |                                             |                            | Summary    |                      |
|----------------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|------------|----------------------|
| Tender item no's                       | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20)                                  | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                      | (D30)      | (D31)                |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
|                                        |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |            |                      |
| (D32) Total imported value by tenderer |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            | R 0        |                      |

## C. Imported by a 3rd party and supplied to the Tenderer

|                                         |                 |                |                   | Calculation of imported content                  |                         |                        |                                |                                             |                            | Summary           |                      |
|-----------------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-------------------|----------------------|
| Description of imported content         | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33)                                   | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
|                                         |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                   |                      |
| (D45) Total imported value by 3rd party |                 |                |                   |                                                  |                         |                        |                                |                                             |                            | R 0               |                      |

## D. Other foreign currency payments

|                 |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |  |
|-----------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|-------------------------|--|
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange | Local value of payments |  |
| (D46)           | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |  |
|                 |                                   |                      |                                          |                         |                         |  |
|                 |                                   |                      |                                          |                         |                         |  |
|                 |                                   |                      |                                          |                         |                         |  |
|                 |                                   |                      |                                          |                         |                         |  |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: .....

### Local Content Declaration - Supporting Schedule to Annex C

**Note: VAT to be excluded from all calculations**

|                           |     |
|---------------------------|-----|
| (E13) Total local content | R 0 |
|---------------------------|-----|

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

Date: .....

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## **5. ANNEXURE E**

### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## T2.1.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

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

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

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

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

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

---

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

## T2.1.16 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

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

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

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

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

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

This schedule should be completed by the Tenderer. *(Attach additional Pages if more space is required)*

| Item | Material / Equipment | Rand (R) (Excluding VAT) |
|------|----------------------|--------------------------|
| 1.   |                      |                          |
| 2.   |                      |                          |
| 3.   |                      |                          |
| 4.   |                      |                          |
| 5.   |                      |                          |
| 6.   |                      |                          |

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of South African National Biodiversity Institute within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the Contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

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

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

### **Clause F.2.23      UNEMPLOYMENT INSURANCE FUND (UIF)**

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour must be included for evaluation purposes.

## **Clause F.2.24      COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)**

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA) must be included for evaluation purposes. The letter should be issued by the Department of Labour.

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

- 1 This Standard Tendering Document must form part of all Tenders 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 Tender of any Tenderer may be disregarded if that Tenderer, 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 Tender.**

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes                             | No                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?<br><br>(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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                |
| 4.2   | Is the Tenderer 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)?<br><b>Access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 |                                |

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|       |                                                                                                                                                                                      |                                 |                                |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3   | Was the Tenderer 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                          |                                 |                                |
| 4.4   | Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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 Tenderer

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 Anytime**

## **CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

- 1 This Standard Tendering Document (SBD) must form part of all quotations<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).<sup>2</sup> Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the Tender of any Tenderer if that Tenderer, 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

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

<sup>2</sup> Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

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## **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

**G361/2020: KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON:  
NEW BOUNDARY FENCE**

in response to the invitation for the quote made by:

**SANBI** (Name of Institution)

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

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

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a Tender in response to this Tender invitation;
  - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering.
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 Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.

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Anytime**

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

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 Tender invitation relates.  
<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender 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 Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Tenderer

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 Anytime**

## **CONTRACT**

### **Part C1: Agreement and Contract Data**

## C1.1 FORM OF OFFER AND ACCEPTANCE

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for **KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE**

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

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b> |
| <b>TENDER No.:</b>    | G361/2020                                                                 |

The Conditions of Contract are clauses 1 to 41 of the **JBCC** Series 2000 Principal Building Agreement (Edition 5.0 of July 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

### CONTRACT VARIABLES

#### THE SCHEDULE

The **Schedule** contains all variables referred to in this document and is divided into **Part EC: Contract Data completed by the Employer** and **Part CE: Contract Data completed by the Contractor**. **Part CE** must be completed in full and included in the tender documents. Both **Part EC** and **Part CE** form part of this **Agreement**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **Schedule**. Key cross reference clauses are italicised in [ ] brackets

| <b>Part EC: Contract Data completed by the Employer</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.0</b>                                              | <b>CONTRACTING AND OTHER PARTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>1.1</b>                                              | <p><b>Employer:</b></p> <p><b>South African National Biodiversity Institute</b></p> <p>The address for the project implementation is:<br/> <b>Farm No. 1505, Road DR02731, Kwelera, East London</b></p> <p><b>Postal address (for submission of all Tender documentation):</b><br/> <b>Attention:</b> Supply Chain Management<br/>           South African National Biodiversity Institute<br/>           Private Bag X101<br/>           Silverton<br/>           0184</p> |
| <b>[1.2]</b>                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>1.2</b><br><b>[5.1]</b>                              | <p><b>Principal Agent:</b><br/> <b>Element Consulting Engineers</b><br/> <b>Postal address:</b><br/>           52 Stewart Drive, Baysville, East London</p> <p>Tel: 043 726 0074                      Fax: 043 726 0600</p>                                                                                                                                                                                                                                                 |
| <b>1.3</b><br><b>[5.2]</b>                              | <p><b>Agent (1)</b><br/> <b>Impendulo Design Architects</b><br/> <b>Agent's service: Architects</b><br/> <b>Postal address:</b><br/>           Chesswood Office Block B (First Floor),<br/>           8-10 Winkley Street, Berea</p> <p>Tel: 043 726 0060                      Fax: 043 726 0063</p>                                                                                                                                                                        |
| <b>1.4</b><br><b>[5.2]</b>                              | <p><b>Agent (2)</b><br/> <b>Mokate Monk &amp; du Plessis</b><br/> <b>Agent's service: Quantity Surveyors</b><br/> <b>Postal address:</b><br/>           PO Box 8370, Nahoon, 5210</p> <p>Tel: 043 721 0667</p>                                                                                                                                                                                                                                                              |
| <b>1.9</b>                                              | Interest of <b>Principal Agent</b> or other <b>agents</b> in the project: <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>1.10</b>                                             | The <b>Principal Agent</b> named in 1.2 above is responsible for the preparation of the <b>Contract Data</b> schedule and must be contacted should the <b>Contractor</b> be uncertain of the information provided or to be provided. Failure to complete the <b>Contract Data</b> schedule in full may result in the tender being disqualified.                                                                                                                             |
| <b>2.0</b>                                              | <b>CONTRACT AND SITE INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>2.1</b><br><b>[1.7]</b>                              | The <b>law</b> applicable to this <b>agreement</b> : Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                               |

|                       |                                                                                                                                                                            |                                  |                                                                                                                             |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 2.2<br>[1.1]          | <b>Works identification: KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE</b>                                                                            |                                  |                                                                                                                             |
| 2.3<br>[1.1]          | <b>Site description: Farm No. 1505, Road DR02731, Kwelera, East London</b>                                                                                                 |                                  |                                                                                                                             |
| 2.4<br>[15.2.1]       | Possession of the <b>site</b> is to be given: within 10 working days of the commencement of the construction period. (See 6.14 below)                                      |                                  |                                                                                                                             |
| 2.5<br>[15.3]         | Period for the commencement of the <b>works</b> after the <b>Contractor</b> takes possession of the <b>site</b> : <b>Five (5) working days</b>                             |                                  |                                                                                                                             |
| 2.6<br>[15.4, 28.0]   | Completion of the works in <b>sections</b> is required: No                                                                                                                 |                                  |                                                                                                                             |
| 2.7<br>[3.3, 31.16.2] | Waiver of the <b>Contractor's</b> lien or right of continuing possession is required: Yes                                                                                  |                                  |                                                                                                                             |
| 2.8<br>[16.1]         | Defined restrictions to the <b>site</b> area. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> : <b>To be Agreed</b> |                                  |                                                                                                                             |
| 2.9<br>[16.4]         | Geotechnical investigation of the <b>site</b> has been undertaken: No<br>Where "yes" results are included in the <b>contract documents</b>                                 |                                  |                                                                                                                             |
| 2.10<br>[16.6]        | Existing premises will be occupied: No<br>Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b>                           |                                  |                                                                                                                             |
| 2.11<br>[16.7]        | Provision of temporary services is required: No<br>Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b>                  |                                  |                                                                                                                             |
| 2.11.1                | Water                                                                                                                                                                      | Option A<br>Option B<br>Option C | <b>Contractor</b> – his cost<br><b>Employer</b> – free of charge<br><b>Employer</b> – metered ( <b>Contractor</b> cost) (A) |
| 2.11.2                | Electricity                                                                                                                                                                | Option A<br>Option B<br>Option C | <b>Contractor</b> – his cost<br><b>Employer</b> – free of charge<br><b>Employer</b> – metered ( <b>Contractor</b> cost) (A) |
| 2.11.3                | Telecom                                                                                                                                                                    | Option A<br>Option B<br>Option C | <b>Contractor</b> – his cost<br><b>Employer</b> – free of charge<br><b>Employer</b> – metered ( <b>Contractor</b> cost) (A) |
| 2.11.4                | Ablutions                                                                                                                                                                  | Option A<br>Option B<br>Option C | <b>Contractor</b> – his cost<br><b>Employer</b> – free of charge<br><b>Employer</b> – metered ( <b>Contractor</b> cost) (A) |

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

|                                     |                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.12<br>[16.8]                      | Protection of existing trees and shrubs is required: Yes<br>Where “yes” the specific requirements are described below or detailed in the contract documents <b>(details will be given at the Compulsory Site Inspection Meeting)</b>                                                                 |
| 3.0                                 | <b>INSURANCES AND SECURITIES</b>                                                                                                                                                                                                                                                                     |
| 3.1<br>[10.1.1,<br>12.6]            | Contract works insurance to be effected by<br>[Employer / Contractor] Contractor<br>For the sum of: Contract Sum plus 20%<br>With a deductible of: R 25 000.00                                                                                                                                       |
| 3.2<br>[10.1.2,<br>11.1-3,<br>12.6] | Supplementary / Special insurance to be effected by<br>[Employer / Contractor] Contractor<br>For the sum of: Contract Sum plus 20%<br>With a deductible of: R 25 000.00                                                                                                                              |
| 3.3<br>[10.1.3.<br>12.6]            | Public liability insurance to be effected by<br>[Employer / Contractor] Contractor<br>For the sum of: R 5 000 000.00<br>With a deductible of: R 25 000.00                                                                                                                                            |
| 3.4<br>[11.1.1]                     | Support insurance to be effected by the <b>Employer</b> N/A<br>For the sum of N/A<br>With a deductible of N/A                                                                                                                                                                                        |
| 3.5<br>[11.1.2-3,<br>12.1]          | Special insurance to be effected by<br>[Employer / Contractor] N/A<br>Type For the sum of N/A<br>With a deductible of N/A                                                                                                                                                                            |
| 4.0                                 | <b>PRACTICAL COMPLETION DATES AND PENALTIES</b>                                                                                                                                                                                                                                                      |
| 4.2<br>[24.3.1]<br>[28.1]           | For the <b>works as a whole</b> :<br>The date for <b>practical completion</b> and the <b>penalty per calendar day</b> :<br><b>Three (3) Calendar Months</b> from date of construction commencement<br>Penalty amount: <b>R 0.11 per R100</b> of Contract Sum (excluding VAT) per <b>Calendar Day</b> |
| 5.0                                 | <b>DOCUMENTS AND GENERAL</b>                                                                                                                                                                                                                                                                         |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.1<br>[3.7]    | Construction document copies to be supplied to the <b>Contractor</b> free of charge: [Three (3)]                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5.2<br>[3.9]    | The <b>priced document</b> may be used as a specification of <b>materials and goods</b> and work methods: No                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.3<br>[3.10]   | The <b>Contractor</b> shall provide a schedule of items: No                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.4<br>[3.11]   | Changes made to <b>JBCC</b> standard documents: No                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.5<br>[15.1.1] | On acceptance of the tender the <b>priced document</b> is to be submitted within the stated <b>working days</b> : 15 working days                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.6<br>[22.2]   | Work to be undertaken by <b>direct Contractors</b> : No                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.7<br>[24.9]   | On achievement of practical completion, the <b>Contractor</b> is to hand over manuals etc. related to the <b>works</b> as listed below<br><div style="display: flex; justify-content: space-between;"> <div> 1 .....<br/> 3 .....<br/> 5 .....<br/> 7 ..... </div> <div> 2 .....<br/> 4 .....<br/> 6 .....<br/> 8 ..... </div> </div>                                                                                                                                                                                      |
| 5.8<br>[31.1]   | Interim <b>payment certificate</b> to be issued by: To be agreed – (Date on Month)                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.0             | <b>STATE PROVISIONS AND SUBSTITUTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.1             | <i>Replace the following definitions with:</i><br><b>“CONSTRUCTION PERIOD”</b> means the period commencing on the date of site handover of the Tender as stated in [15.2.1] and ending on the date of <b>Practical Completion</b><br><br><b>“INTEREST”</b> the bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first calendar day of each month shall be used in calculating the interest due for such month. |
| 6.2<br>[3.6]    | <i>Replace the last sentence with the following:</i> The original signed set of contract documents shall be held by the <b>Employer</b> .                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.3<br>[5.1]    | <i>Replace the clause with the following:</i><br><br>In terms of the clauses listed hereunder the <b>Employer</b> has retained its authority and has not given a mandate to the <b>Principal Agent</b> . The <b>Employer</b> shall sign all documents in relation to the following clauses:<br><br>20.1, 20.7, 26.2.1, 26.3.1, 29.1, 29.2, 29.4.1, 29.4.3, 29.7, 29.8, 32.1, 32.6.2, 32.15, 34.3<br>Copies of the signed documents shall be provided to the <b>Principal Agent</b> .                                       |

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

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| 6.4<br>[8.4]   | <p><i>Replace the clause with the following:</i></p> <p>The <b>Contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>Employer</b> against any such damage. The <b>Contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>Contractor</b> may deem necessary.</p>                                                                                                                          |
| 6.5<br>[9.2]   | <p>The <b>Employer</b> shall bear the risk of loss in respect of all claims, proceedings, damages, costs and expenses arising from: N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.6<br>[9.3]   | <p><i>Add the following clause:</i></p> <p>The <b>Employer's</b> rights to claim damages for the <b>Contractor's</b> omissions and actions will not be affected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.7<br>[10.1]  | <p><i>Replace the clause with the following:</i></p> <p>The <b>Contractor</b> shall effect contract works insurances and, where available, supplementary insurance in respect of civil commotion, riot and strike shall be effected for the <b>works</b> for the <b>Contractor's</b> all risk and, in addition, covering the <b>Contractor's</b> Sub-contractors. Such insured amounts shall include the full value of materials and goods supplied by the <b>Employer</b> to the <b>Contractor</b>. Supplementary insurance shall not be effected where the <b>Employer</b> makes such an election as stated in [11.1.2 – 3]</p> |
| 6.8<br>[11.2]  | <p><i>Add the following clause:</i></p> <p>The <b>Contractor</b> shall effect public liability insurance for not less than the amount and the deductible as stated in [10.1.3]. In addition the <b>Contractor</b> shall effect any relevant workmen's compensation or similar insurances as are required by <b>law</b>. The <b>Contractor</b> shall ensure that his Sub-contractors effect their own similar insurances.</p>                                                                                                                                                                                                      |
| 6.9<br>[11.3]  | <p><i>Add the following clause:</i></p> <p>Should the <b>Employer</b> decide that the execution of the works could cause the weakening or interference with the support of the land adjacent to the <b>site</b>, the <b>Employer</b> shall state in [11.1.1] That the <b>Contractor</b> shall effect support insurance</p>                                                                                                                                                                                                                                                                                                        |
| 6.10<br>[12.1] | <p><i>Replace the clause with the following:</i></p> <p>The <b>Contractor</b> shall effect and keep in force</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.11<br>[12.2] | <p><i>Replace the clause with the following:</i></p> <p>The <b>Contractor</b> shall, prior to taking possession of the <b>site</b>, make available to the <b>Employer</b> documentary evidence that insurances have been effected. A copy of the insurance policies shall be provided to the <b>Employer</b> with thirty (30) <b>calendar days</b> of possession of the <b>site</b>. Approval by the <b>Employer</b> shall be deemed unless a reasonable objection is lodged within fourteen (14) <b>calendar days</b> of receipt of such policies.</p>                                                                           |
| 6.12<br>[12.3] | <p><i>Replace the clause with the following:</i> Where the <b>Contractor</b> fails to effect any of the required insurances or to keep them in force, the <b>Employer</b> may cancel this agreement in terms of clause [36.0]</p>                                                                                                                                                                                                                                                                                                                                                                                                 |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.13<br>[12.4]   | <p><i>Replace the clause with the following:</i></p> <p>Before effecting support insurance in terms of [11.2] the <b>Contractor</b> shall engage an engineer or technologist to design and inspect the provision of the necessary support.</p>                                                                                                                                                                                                                                                                                                                                                           |
| 6.14<br>[14.1]   | <p><i>Replace the clause with the following:</i></p> <p>Security:</p> <p>The securities to be provided by the <b>Contractor</b> are:</p> <ol style="list-style-type: none"> <li>(1) Variable construction guarantee</li> <li>(2) Fixed construction guarantee</li> <li>(3) Advance payment guarantee</li> </ol> <p style="text-align: right;"><i>[Indicate preferred options]</i></p>                                                                                                                                                                                                                    |
| 6.14<br>[15.2.1] | <p><i>Replace the clause with the following:</i></p> <p>Give the <b>Contractor</b> possession of site within <b>ninety (90) working days</b> of the commencement of the <b>construction period</b> provided that the <b>Contractor</b> has complied with the terms of [15.1.1] and [15.1.2]</p>                                                                                                                                                                                                                                                                                                          |
| 6.15<br>[25.3]   | <p><i>Replace the clause with the following:</i></p> <p>Should the <b>Principal Agent</b> not issue a <b>Works Completion</b> list, in terms of [25.1] or [25.2.2], within <b>seven (7) calendar days</b> from the end of the inspection period, the <b>Contractor</b> shall notify the <b>Employer</b> and <b>Principal Agent</b>. Should the <b>Principal Agent</b> not issue such <b>works completion</b> list within <b>seven (7) calendar days</b> of such notice, the <b>Employer</b> may within <b>seven (7) calendar days</b> issue to the <b>Contractor</b> a <b>Works Completion</b> list.</p> |
| 6.16<br>[25.3.1] | <p><i>Replace the clause with the following:</i></p> <p>Not issue such <b>Works Completion</b> list within seven (7) <b>calendar days</b>, then the <b>certificate of Works Completion</b> shall be deemed to have been issued on the date of expiry of the initial notice period and <b>Works Completion</b> shall be deemed to have been achieved on such date.</p>                                                                                                                                                                                                                                    |
| 6.17<br>[25.3.2] | <p><i>Replace the clause with the following:</i></p> <p>Issue a <b>Works Completion</b> list and the work on the <b>Works Completion</b> list not have been completed or where further <b>defects</b> have become apparent, the <b>Employer</b> shall forthwith identify such items on the updated <b>Works Completion</b> list and notify the <b>Contractor</b>. The <b>Contractor</b> shall repeat the procedure in terms of [25.2.2] until such items have been completed to the satisfaction of the <b>Employer</b>.</p>                                                                             |
| 6.18<br>[26.1]   | <p><i>Replace the clause with the following:</i></p> <p>The defects liability period for the works shall commence on the date of works completion and end after <b>three hundred and sixty-five (365) calendar days</b> for items stated in the <b>Bills of Quantities</b>.</p>                                                                                                                                                                                                                                                                                                                          |
| 6.19<br>[26.4]   | <p><i>Replace the clause with the following:</i></p> <p>Should the <b>Principal Agent</b> not issue a <b>defects</b> list in terms of [26.2.2 or 26.3.2], within seven (7) <b>calendar days</b> from the end of the <b>defects</b> liability period, the <b>Contractor</b> shall notify the</p>                                                                                                                                                                                                                                                                                                          |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <b>Employer and Principal Agent.</b> Should the <b>Principal Agent</b> not issue such <b>defects</b> list within seven (7) <b>calendar days</b> of receipt of such notice, the <b>Employer</b> may within seven (7) <b>calendar days</b> issue to the <b>Contractor</b> a <b>defects</b> list.                                                                                                                                                                                                  |
| 6.20<br>[26.4.1] | <p><i>Replace the clause with the following:</i></p> <p>Not issue such <b>defects</b> list within seven (7) <b>calendar days</b>, then the <b>certificate of Final Completion</b> shall be deemed to have been issued on the date of expiry of the initial notice period and <b>Final Completion</b> shall be deemed to have been achieved on such date.</p>                                                                                                                                    |
| 6.21<br>[26.4.2] | <p><i>Replace the clause with the following:</i></p> <p>Issue a <b>defects</b> list and the work on the <b>defects</b> list has not been completed or where further <b>defects</b> have become apparent, the <b>Employer</b> shall forthwith identify such items on the updated <b>defects</b> list and notify the <b>Contractor</b>. The <b>Contractor</b> shall repeat the procedure in terms of [26.3.2] until such items have been completed to the satisfaction of the <b>Employer</b></p> |
| 6.22<br>[26.6]   | <p><i>Replace the clause with the following:</i></p> <p>A <b>certificate of Final Completion</b> issued in terms of [26.0] shall be <i>prima facie</i> evidence as to the sufficiency of the <b>works</b> and that the Contractor's obligations in terms of [2.0] and [15.0] have been fulfilled other than for <b>latent defects</b>.</p>                                                                                                                                                      |
| 6.23<br>[27.1]   | <p><i>Replace the clause with the following:</i></p> <p>The <b>latent defects</b> liability period shall commence at the start of the <b>construction period</b> and end ten (10) years from the date of <b>Final Completion</b> where <b>Final Completion</b> in terms of [26.0] is achieved.</p>                                                                                                                                                                                              |
| 6.24<br>[27.2]   | <p><i>Replace the clause with the following:</i></p> <p>Where cancellation of this <b>agreement</b> occurs before the achievement of <b>Final Completion</b> the <b>latent defects</b> liability period shall end <b>ten (10) years</b> from the date of cancellation.</p>                                                                                                                                                                                                                      |
| 6.25<br>[27.2.1] | No clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.26<br>[27.2.2] | No clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.27<br>[31.4.2] | <p><i>Replace the clause with the following:</i></p> <p>A reasonable estimate of the value of <b>materials and goods</b> in terms of [31.6] unless the <b>Employer</b> elects not to pay for such.</p>                                                                                                                                                                                                                                                                                          |
| 6.28<br>[31.6.5] | No clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.29<br>[31.9]   | <p><i>Replace the clause with the following:</i></p> <p>The <b>Employer</b> shall pay the <b>Contractor</b> the amount certified within thirty (30) <b>calendar days</b> of the date for issue of the <b>payment certificate</b>. Payment shall be subject to the <b>Contractor</b> giving the <b>Employer</b> a <b>tax invoice</b> for the amount due.</p>                                                                                                                                     |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.30<br>[31.11.2] | <p><i>Replace the last sentence with the following:</i></p> <p>The Principal Agent shall calculate such default interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.31<br>[31.12]   | <p><i>Replace the clause with the following:</i></p> <p>Where a <b>payment certificate</b> reflects an amount in favour of the <b>Employer</b>, the <b>Contractor</b> shall pay the amount certified within <b>twenty-one (21) calendar days</b> of the date of issue of the <b>payment certificate</b>. Where such an amount has not been paid, the <b>Contractor</b> shall be liable for default interest and the <b>Principal Agent</b> shall include such an amount in the <b>recovery statement</b> in terms of [33.0]. Payment shall be subject to the <b>Employer</b> giving the <b>Contractor</b> a <b>tax</b> invoice for the amount due. The <b>Principal Agent</b> shall calculate such interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> |
| 6.32<br>[34.1]    | <p><i>Replace the clause with the following:</i></p> <p>The <b>Contractor</b> shall co-operate with and assist the <b>Principal Agent</b> in the preparation of the <b>Final Account</b> by timeously providing all relevant documents on request. The <b>Principal Agent</b> shall issue the final account to the <b>Contractor</b> within <b>one hundred and twenty (120) working days</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.33<br>[34.2]    | <p><i>Add the following clause:</i></p> <p>The <b>Principal Agent</b> shall allow the <b>Employer</b> twenty (20) <b>working days</b>, within the period provided in [34.1] to accept the <b>Final Account</b> before presentation to the <b>Contractor</b> in terms of [34.3]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.34<br>[34.5]    | <p><i>Add the following:</i></p> <p>The <b>final payment certificate</b> shall be issued by the <b>Employer</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.35<br>[34.9]    | <p><i>Replace the clause with the following:</i></p> <p>The <b>Employer</b> shall concurrently with the issue of the <b>final payment certificate</b> issue a statement to the <b>Contractor</b> showing the total amount of <b>tax</b> certified.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.36<br>[34.10]   | <p>The <b>Employer</b> shall pay to the <b>Contractor</b> the amount certified for payment in the final <b>payment certificate</b> within thirty (30) <b>calendar days</b> of the date of issue of the final <b>payment certificate</b> subject to the <b>Contractor</b> giving the <b>Employer</b> a <b>tax invoice</b> for the amount due.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.37<br>[34.12]   | <p><i>Replace the last sentence with:</i></p> <p>Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.38<br>[36.1]    | <p><i>Replace the clause with the following:</i></p> <p>The <b>Employer</b> may, without prejudice of any other rights available to him, cancel this <b>Agreement</b> where the <b>Contractor</b>:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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| 6.39<br>[36.2]   | <p><i>Replace the clause with the following:</i></p> <p>Where the <b>Contractor</b> is in default, the <b>Employer</b> may notify the <b>Contractor</b>, either directly or through the <b>Principal Agent</b>, of his default and of the <b>Employer's</b> intention to cancel this <b>Agreement</b> in terms of [36.1], should the default not be remedied.</p>                                                                                                                   |
| 6.40<br>[37.2]   | <p><i>Replace the clause with the following:</i></p> <p>Where the <b>Employer</b> considers cancelling this <b>Agreement</b> in terms of [37.1] the <b>Employer</b> shall notify the <b>Contractor</b> of the <b>Employer's</b> intention to cancel this <b>Agreement</b>.</p>                                                                                                                                                                                                      |
| 6.41<br>[39.2]   | <p><i>Add the following clause:</i></p> <p>The <b>Employer</b> shall be entitled at any time to unilaterally terminate or cancel this <b>Agreement</b> or any part thereof. Save for the following the <b>Contractor</b> shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this <b>Agreement</b>. The <b>Employer</b> shall be obliged to pay the <b>Contractor</b> as damages and/or loss of profit the lesser of:</p> |
| 6.42<br>[39.2.1] | <p><i>Add the following clause:</i></p> <p>An amount not exceeding <b>ten per cent (10%)</b> of the <b>contract sum</b></p>                                                                                                                                                                                                                                                                                                                                                         |
| 6.43<br>[39.2.2] | <p><i>Add the following clause:</i></p> <p><b>Ten per cent (10%)</b> of the value of <b>incomplete work</b></p>                                                                                                                                                                                                                                                                                                                                                                     |
| 6.43<br>[39.2.3] | <p><i>Add the following clause:</i></p> <p>The <b>Contractor's</b> actual damage or loss as determined by the <b>Employer</b> after receipt of evidence substantiating any such damage or loss.</p>                                                                                                                                                                                                                                                                                 |
| 6.44<br>[40.2.2] | <p><i>Replace the clause with the following:</i></p> <p>Litigation where the <b>Employer</b> so elects. Institution of the action shall be commenced and process served with <b>one (1) year</b> from the date of existence of the dispute, failing which the dispute shall lapse.</p>                                                                                                                                                                                              |
| <b>7.0</b>       | <b>CHANGES MADE TO THE STANDARD JBCC DOCUMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                  | Changes made to the standard JBCC document are listed in section 6 above.                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>8.0</b>       | <b>DECLARATION BY THE PRINCIPAL AGENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

.....  
Principal Agent

.....  
Date

## Part CE: Contract Data completed by the Contractor

|                                                       |                                                                                                                                                                                                                                                                                                                  |                                                       |        |                                                   |        |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------|---------------------------------------------------|--------|
| <b>1.1</b><br><b>1.2</b>                              | <p>The <b>Contractor</b> is:</p> <p>Name: .....</p> <p>The address of <b>the Contractor</b> is:</p> <p>Address (physical): .....</p> <p>.....</p> <p>Address (postal): .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Email: .....</p> <p>VAT No: .....</p> <p>Company Registration No.: .....</p> |                                                       |        |                                                   |        |
| <b>14.3</b><br><b>14.4</b>                            | <p>The security provisions selected are: <i>(delete that which does not apply)</i></p> <table border="0"> <tr> <td>Variable construction guarantee (10% of Contract Sum)</td> <td>Yes/No</td> </tr> <tr> <td>Fixed construction guarantee (5% of Contract Sum)</td> <td>Yes/No</td> </tr> </table>               | Variable construction guarantee (10% of Contract Sum) | Yes/No | Fixed construction guarantee (5% of Contract Sum) | Yes/No |
| Variable construction guarantee (10% of Contract Sum) | Yes/No                                                                                                                                                                                                                                                                                                           |                                                       |        |                                                   |        |
| Fixed construction guarantee (5% of Contract Sum)     | Yes/No                                                                                                                                                                                                                                                                                                           |                                                       |        |                                                   |        |
| <b>32.12 of PBA</b>                                   | <p>Payment of Preliminaries: Option ..... (insert A or B)</p>                                                                                                                                                                                                                                                    |                                                       |        |                                                   |        |
| <b>32.12 of PBA</b>                                   | <p>Adjustment of Preliminaries: Option ..... (insert A or B)</p>                                                                                                                                                                                                                                                 |                                                       |        |                                                   |        |

### **C1.3 FORM OF GUARANTEE**

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

To:

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

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

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**Contractor**") and the South African National Biodiversity Institute (hereinafter referred to as the "**Employer**"), Contract/Tender No: **G361/2020**, for **KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE** (hereinafter referred to as the "contract") in the amount of R *insert amount, (insert amount in words)*, (hereinafter referred to as the **contract sum**),  
I / We, \_\_\_\_\_  
in my/our Capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **Employer's** disposal the sum of R *insert amount, (insert amount in words)* being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
4. The amount indicated by the **guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the guarantor. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **Employer** accounts to the **guarantor** in terms of clause 4 above, or
  - (b) shall lapse on the date of the last **certificate of practical completion**.

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

8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_

**AS WITNESS**

1. \_\_\_\_\_  
2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

DATE: \_\_\_\_\_

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

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

**To:**

South African National Biodiversity Institute  
Private Bag X101  
Silverton  
0184

Sir,

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

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "**Contractor**") and the South African National Biodiversity Institute, (hereinafter referred to as the "**Employer**"), Contract/Tender No: **G361/2020**, for **KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON: NEW BOUNDARY FENCE** (hereinafter referred to as the "**contract**" in the amount of R *insert amount, (insert amount in words)* (hereinafter referred as the **contract sum**),

I / We, \_\_\_\_\_

in my/our Capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **Employer's** disposal the sum of R *insert amount, (insert amount in words)* being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **Employer** the amount guaranteed on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**AS WITNESS**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**By and on behalf of**

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_  
(duly authorised thereto by resolution attached marked Annexure A)

**DATE:** \_\_\_\_\_

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

## **Part C2: Pricing Data**

## C2.1 Pricing Instructions

### 1. GENERAL INFORMATION

#### (a) BILLS OF QUANTITIES

The **Bills of Quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

#### (b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **Bills of Quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

#### (c) FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

### 2. PRICING INFORMATION

1. These **Bills of Quantities** contain sequent numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their **Bills of Quantities** are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the Tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the Quantity Surveyors.
2. The **Bills of Quantities** form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with **Bills of Quantities** completed in full. Non or partial completion of the **Bills of Quantities** shall render tenders liable for disqualification.
4. The total tender price as carried forward to **C1.1: Form of Offer and Acceptance** shall be the contract price as awarded to the successful Tenderer. Tenderers are requested to check multiplication and addition of the **Bills of Quantities**. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the **Bills of Quantities** shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the **Bills of Quantities** shall apply.
6. The priced **Bills of Quantities** of tender shall be checked by the Principal Agent. The Principal Agent reserves the right to request adjustments to one or more individual tender rates. The acceptance of this tender does not preclude the Principal Agent from querying or requesting of the Contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility of the accuracy of the quantities included in the bills remains with the person who prepared the **Bills of Quantities**. The Tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the **Bills of Quantities**. It is however expected from the Tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

8. The quantities in these **Bills of Quantities** shall not be used for the ordering of materials.
9. Changes in the scope of works included in the **Bills of Quantities** shall be permitted and shall be measured and priced at the tariffs as included in the **Bills of Quantities** and shall form an addition to or omission from the total of the **Bills of Quantities**. Any changes not covered by any rates in the **Bills of Quantities** shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the **Bills of Quantities** and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

All items prices shall exclude VAT but include any other tax or levy as applicable.

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

12. Should the Contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the **Bills of Quantities** shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced **Bills of Quantities** shall not be adjusted on the grounds of the items which in the opinion of the Tenderer should have been brought into account unless so detailed in the accompanying letter.
13. The **Bills of Quantities** shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of re-measurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The **Bills of Quantities** are not intended for the ordering of materials, etc. and the Contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the **Bills of Quantities** shall be solely at the Contractor's risk.
14. The unit rates as entered in the **Bills of Quantities** with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

## C2.2 Bills of Quantities

| <b>Description</b>                                | <b>Pages</b> |
|---------------------------------------------------|--------------|
| <i>Section No. 1 PRELIMINARIES</i>                | 1 - 28       |
| <i>Section No. 2 BOUNDARY FENCE (PROVISIONAL)</i> | 29 - 34      |
| <i>FINAL SUMMARY</i>                              | 35           |



**PREAMBLES FOR TRADES**

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these Bills of Quantities and no claims arising from brevity of description of items fully described in the Model Preambles will be entertained.

Supplementary preambles are incorporated in these Bills of Quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.

The Contractor's prices for all items throughout these Bills of Quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.

Additionally, the Department of Public Works Construction Work Specification (PW371 A-B) is to apply.

**PRICING OF PRELIMINARIES**

Should the **Contractor** select Option A in terms of sub-clause 3.2.1 in the **Contract Data - Contractor to Employer (CE)** for the purpose of adjustment of these **Preliminaries**, the amount entered into the amount column in these **Preliminaries** is to be divided into one or more of the three categories provided namely Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these **Preliminaries** shall be deemed to be included elsewhere in these **Bills of Quantities**

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT****DEFINITIONS****1 A1 DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**Commencement Date**" means the date that the **Agreement**, made in terms of the **Form of Offer and Acceptance**, comes into effect

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

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**"Construction Period"** means the period commencing on the **commencement date** and ending on the date of **Practical Completion**

**"Interest"** means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and constitutional Development, from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply, and

(b) in respect of interest owed to the Employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

No clause

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

## **OBJECTIVE AND PREPARATION**

### **2 A2 OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS**

Clause 2.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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### **3 A3 DOCUMENTS**

Clause 3.0

Clause 3.7 is amended by the addition of the following:

The **Contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and **Preliminaries** applicable to this contract on the **site**, to which the **Employer, Principal Agent** and **agents** shall have access at all times

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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### **4 A4 DESIGN RESPONSIBILITY**

Clause 4.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 5                                                             | A5 EMPLOYER’S AGENTS<br>Clause 5.0<br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |
| 6                                                             | A6 SITE REPRESENTATIVE<br>Clause 6.0<br>Fixed:_____ Value related:_____ Time related: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |
| 7                                                             | A7 COMPLIANCE WITH LAWS AND REGULATIONS<br>Clause 7.0<br><br>Note: Without limiting the generality of the provisions of clause 7.0, the <b>Contractor's</b> attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the <b>Employer</b> shall prepare a documented site specific health and safety specification for the works and that the <b>Employer</b> shall ensure that the <b>Contractor</b> has made provision for the cost of health and safety measures during the execution of the works. The <b>Contractor</b> shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications<br><br>Fixed:_____ Value related:_____ Time related:_____ | Item |
| 8                                                             | A8 WORKS RISK<br>Clause 8.0<br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Item |
| 9                                                             | A9 INDEMNITIES<br>Clause 9.0<br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item |
| 10                                                            | A10 GENERAL INSURANCES<br>Clause 10.0<br>Clause 10.0 is amended by the addition of the following clauses:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |
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| Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |

**10.5 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 the **Contractor** 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 of the excepted risks as set out in 10.6
- (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 32.0 hereof

**10.6 Injury to Persons or loss of or damage to Properties**

- (a) The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **Employer** is legally liable
- (b) The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **Employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **Employer** is legally liable

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- (c) The **Contractor** shall, upon receiving a **contract instruction** from the **Principal Agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **Employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **Contractor** or to deduct the same from amounts due to the **Contractor**
- (d) The **Contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **Employer** for the purpose of executing the **works** until the issue of the **Certificate of Practical Completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **Contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **Contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

#### 10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### 10.7.1 Damage to the works

The **Contractor** shall, from the **commencement date** of the **works** until the **date[s]** of **Sectional Completion**, bear the full risk of and hereby indemnifies and holds harmless the **Employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **Contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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When so instructed to do so by the **Principal Agent**, the **Contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **Contractor's** own costs

#### 10.7.2 Injury to persons or loss of or damage to property

The **Contractor** shall be liable for and hereby indemnifies and holds harmless the **Employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **Contractor** shall be liable for and hereby indemnifies the **Employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **Employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

**10.7.3** It is the responsibility of the **Contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **Contractor's** obligations in terms of the contract, the **Contractor** shall, within **twenty-one (21) calendar days** of the **commencement date** but before commencement of the **works**, submit to the **Employer** proof of such insurance policy, if requested to do so

**10.7.4** The **Employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **Contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **Contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **Employer** and the **Contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

#### 11 A11 SPECIAL INSURANCES

Clause 11.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |   |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 12 | <p><b>A12 EFFECTING INSURANCES</b></p> <p>Clause 12.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |   |  |
| 13 | <p><b>A13 ASSIGNMENT</b></p> <p>Clause 13.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item |   |  |
| 14 | <p><b>A14 SECURITY</b></p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.9 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a <b>contract sum</b> up to R1million, the <b>security</b> to be submitted by the <b>Contractor</b> to the <b>Employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The <b>Employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>Employer</b> complies with the provisions of 33.4 in which event the <b>Employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the <b>Contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1million, the <b>Contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the <b>schedule</b>. Such <b>security</b> shall be provided to the <b>Employer</b> within <b>twenty-one (21) calendar days</b> from <b>commencement date</b>. Should the <b>Contractor</b> fail to select the <b>security</b> to be provided or should the <b>Contractor</b> fail to provide the <b>Employer</b> with the selected <b>security</b> within <b>twenty-one (21) calendar days</b> from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected</p> <p>14.3 Where <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>Contractor</b> shall furnish the <b>Employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within <b>twenty-one (21) calendar days</b> from <b>commencement date</b></p> |      |   |  |
|    | Carried to Collection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      | R |  |
|    | Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |   |  |

14.3.2 Within **twenty-one (21) calendar days** of the date of **Practical Completion** of the **works**, the **Employer** shall reduce the cash deposit to an amount equal to **three per cent (3%)** of the **contract value** (excluding VAT), and refund the balance to the **Contractor**

14.3.3 Within **twenty-one (21) calendar days** of the date of **Final Completion** of the **works**, the **Employer** shall reduce the cash deposit to an amount equal to **one per cent (1%)** of the **contract value** (excluding VAT) and refund the balance to the **Contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **Employer** shall refund the remainder of the cash deposit to the **Contractor**

14.3.5 The **Employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0, provided that the **Employer** complies with the provisions of 33.4 in which event the **Employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **Contractor**

14.3.6 The parties expressly agree that neither the **Employer** nor the **Contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of **ten percent (10%)** of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **Contractor** shall furnish the **Employer** with an acceptable variable **construction guarantee** equal in value to **ten per cent (10%)** of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.4.2 The **variable construction guarantee** shall reduce and expire in terms of the **Variable Construction Guarantee** form included in the invitation to tender

14.4.3 The **Employer** shall return the **variable construction guarantee** to the **Contractor** within **fourteen (14) calendar days** of it expiring

14.4.4 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** shall issue a written demand in terms of the **variable construction guarantee**

14.5 Where **security** as a **fixed construction guarantee** of **five per cent (5%)** of the **contract sum** (excluding VAT) and a **five per cent (5%) payment reduction** of the value certified in the **payment certificate** (excluding VAT) has been selected:

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14.5.1 The **Contractor** shall furnish a **fixed construction guarantee** to the **Employer** equal in value to **five per cent (5%)** of the **contract sum** (excluding VAT)

14.5.2 The **fixed construction guarantee** shall come into force on the date of issue and shall expire on the date of **Practical Completion**

14.5.3 The **Employer** shall return the **fixed construction guarantee** to the **Contractor** within **fourteen (14) calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** shall be entitled to issue a written demand in terms of the **fixed construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of **five per cent (5%)** of the **contract sum** (excluding VAT) and a payment reduction of **five per cent (5%)** of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **Contractor** shall furnish the **Employer** with a cash deposit equal in value to **five per cent (5%)** of the **contract sum** (excluding VAT) within **twenty-one (21) calendar days** from **commencement date**

14.6.2 Within **twenty-one (21) calendar days** of the date of **Practical Completion** of the **works**, the **Employer** shall refund the cash deposit in total to the **Contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **Employer** has a right of recovery against the **Contractor** in terms of 33.0, the **Employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a **payment reduction of ten per cent (10%)** of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The **payment reduction** of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

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14.7.2 The **Employer** shall be entitled to recover expense and loss from the **payment reduction** in terms of 33.0, provided that the **Employer** complies with the provisions of 33.4 in which event the **Employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **Contractor**

14.8 Payments made by the **Guarantor** to the **Employer** in terms of the **fixed or variable construction guarantee** shall not prejudice the rights of the **Employer** or **Contractor** in terms of this **Agreement**

14.9 Should the **Contractor** fail to furnish the **security** in terms of 14.2, the **Employer**, in his sole discretion and without notification to the **Contractor**, is entitled to change the **Contractor's** selected form of **security** to that of a **ten per cent (10%)** payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

### **EXECUTION**

#### **15 A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable Health and Safety Plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within **twenty-one (21) calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **Contractor** possession of the **site** within **ten (10) working days** of the **Contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

#### **16 A16 SITE AND ACCESS**

**Tenderers** should note that the premises will be occupied throughout this project and access is to be available to the **Employer** and the public at all times. The **Contractor** would be required to co-ordinate operations with the end user and **Principal Agent** to minimise disruptions to operation of the facility

Clause 16.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

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|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 17                                                            | <b>A17 CONTRACT INSTRUCTIONS</b><br><br>Clause 17.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |   |  |
| 18                                                            | <b>A18 SETTING OUT OF THE WORKS</b><br><br>Clause 18.0<br><br>The <b>Contractor</b> shall notify the <b>Principal Agent</b> if any encroachments of adjoining foundations, building, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1]<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                      | Item |   |  |
| 19                                                            | <b>A19 TEMPORARY WORKS AND PLANT</b><br><br>Clause 19.0<br><br>Clause 19.1.1 - Enclosure of the works<br>Clause 19.1.2 - Office accommodation<br>Clause 19.2 - Advertising rights and notice boards<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                 | Item |   |  |
| 20                                                            | <b>A20 NOMINATED SUB-CONTRACTORS</b><br><br>Refer to the provisions on general attendance hereinafter<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                               | N/A  |   |  |
| 21                                                            | <b>A21 SELECTED SUB-CONTRACTORS</b><br><br>General attendance of <b>selected sub-contractors</b> for pricing by the <b>Contractor</b> shall be in accordance with the <b>selected sub-contractors'</b> agreement. Notwithstanding this provision, general attendance shall be deemed to include for the <b>Contractor</b> to provide free of charge to any <b>selected sub-contractor</b> such scaffolding as may reasonably be required by such <b>selected sub-contractor</b> for the execution of the relevant sub-contract work<br><br>Fixed:_____ Value related:_____ Time related:_____ | N/A  |   |  |
| 22                                                            | <b>A22 EMPLOYER'S DIRECT CONTRACTORS</b><br><br>Clause 22.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item |   |  |
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|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 23                                                            | <p><b>A23 CONTRACTOR'S DOMESTIC SUB-CONTRACTORS</b></p> <p>Clause 23.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> <p><b><u>COMPLETION</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Item |   |  |
| 24                                                            | <p><b>A24 PRACTICAL COMPLETION</b></p> <p>Clause 24.0</p> <p>Clause 24 is hereby amended by the addition of the following clause:</p> <p>24.11 Should the <b>Contractor</b>, in the opinion of the <b>Principal Agent</b>, not have achieved <b>sectional/practical completion</b> of any area of the works, the <b>Employer</b> may, notwithstanding the <b>Contractor's</b> ongoing responsibilities, take possession of any such area and such possession by the <b>Employer</b> shall not be construed as the achievement of <b>sectional/practical completion</b>. Should such an instance arise, the <b>Principal Agent</b> will give notice to the <b>Contractor</b>, in writing, that the <b>Employer</b> is taking <b>immediate possession</b> without <b>sectional/practical completion</b> having been achieved in order to mitigate his exposure to any expenses. The <b>Contractor's</b> responsibilities and liabilities shall remain in full force and effect until, in the opinion of the <b>Principal Agent</b>, <b>sectional/practical completion</b> has been achieved. Access by the <b>Contractor</b> to any such area in possession of the <b>Employer</b>, prior to the <b>Contractor's</b> achievement of <b>sectional/practical completion</b>, shall be at the <b>Employer's</b> convenience, which will not be unreasonably withheld</p> <p>Fixed:_____ Value related:_____ Time related:_____</p> | Item |   |  |
| 25                                                            | <p><b>A25 WORKS COMPLETION</b></p> <p>Clause 25.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item |   |  |
| 26                                                            | <p><b>A26 FINAL COMPLETION</b></p> <p>Clause 26.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item |   |  |
| 27                                                            | <p><b>A27 LATENT DEFECTS LIABILITY PERIOD</b></p> <p>Clause 27.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item |   |  |
| Carried to Collection                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      | R |  |
| Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |   |  |

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| 28 | <b>A28 SECTIONAL COMPLETION</b><br><br>Clause 28.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Item |   |  |
| 29 | <b>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</b><br><br>Clause 29.0<br><br>The removal and replacement of materials and/or workmanship which do not conform to specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3)<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |   |  |
| 30 | <b>A30 PENALTY FOR LATE OR NON-COMPLETION</b><br><br>Clause 30.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Item |   |  |
|    | <b><u>PAYMENT</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |   |  |
| 31 | <b>A31 INTERIM PAYMENT TO THE CONTRACTOR</b><br><br>Clause 31.0<br><br>The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.4 shall be at the sole discretion of the <b>Principal Agent</b> and such inclusion shall only be considered upon the provision, by the <b>Contractor</b> , of an approved guarantee issued by a registered commercial bank<br><br>Clause 31.8 is amended by replacing it with the following two alternative clauses:<br><br><b>Alternative A</b><br><br>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:<br><br>31.8(A).1 <b>Ninety-five per cent (95%)</b> of such value in interim <b>payment certificates</b> issued up to the date of <b>Practical Completion</b><br><br>31.8(A).2 <b>Ninety-seven per cent (97%)</b> of such value in interim <b>payment certificates</b> issued on the date of <b>Practical Completion</b> and up to but excluding the date of <b>Final Completion</b> |      |   |  |
|    | <b>Carried to Collection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      | R |  |
|    | Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |   |  |

31.8(A).3 **Ninety-nine per cent (99%)** of such value in interim **payment certificates** issued on the date of **Final Completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 **One hundred per cent (100%)** of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **Employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

#### **Alternative B**

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 **Ninety per cent (90%)** of such value in interim **payment certificates** issued up to the date of **Practical Completion**

31.8(B).2 **Ninety-seven per cent (97%)** of such value in interim **payment certificates** issued on the date of **Practical Completion** and up to but excluding the date of **Final Completion**

31.8(B).3 **Ninety-nine per cent (99%)** of such value in interim **payment certificates** issued on the date of **Final Completion** and up to but excluding the **final payment certificate** in terms of 34.6

31.8(B).4 **One hundred per cent (100%)** of such value in the **final payment certificate** in terms of 34.6 except where the amount certified is in favour of the **Employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the **final payment certificate**

Clause 31.9 is amended by replacing the following:

Replace **seven (7) calendar days** with **thirty (30) calendar days**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

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|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 32                                                            | <b>A32 ADJUSTMENT TO THE CONTRACT VALUE</b><br><br>Clause 32.0<br><br>Where prices are submitted by the <b>Contractor</b> or <b>selected sub-contractors</b> during the process of the works, in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the <b>Principal Agent</b> wish to accept any such prices prior to the issue of the <b>Certificate of Final Completion</b> , it shall be in writing<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                       | Item |   |  |
| 33                                                            | <b>A33 RECOVERY OF EXPENSE AND LOSS</b><br><br>Clause 33.0<br><br>33.2.9 the <b>Contractor's</b> failure or neglect to commence with the works on the dates prescribed in the contract<br><br>33.2.10 the <b>Contractor's</b> failure or neglect to proceed with the works in terms of the contract<br><br>33.2.11 the <b>Contractor's</b> failure or neglect for any reason to complete the works in accordance with the contract<br><br>33.2.12 the <b>Contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract<br><br>33.2.13 the <b>Contractor's</b> estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa<br><br>Fixed:_____ Value related:_____ Time related:_____ | Item |   |  |
| 34                                                            | <b>A34 FINAL ACCOUNT AND FINAL PAYMENT</b><br><br>Clause 34.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Item |   |  |
| 35                                                            | <b>A35 PAYMENT TO OTHER PARTIES</b><br><br>Clause 35.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Item |   |  |
| Carried to Collection                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      | R |  |
| Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |   |  |

**TERMINATION****A36 TERMINATION BY EMPLOYER - CONTRACTOR'S DEFAULT**

Clause 36.0

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **Employer** or the **Contractor**; or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **Contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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36

**A37 CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **Employer** or the **Contractor**; or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **Contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

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**A38 TERMINATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **Employer** or the **Contractor**; or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **Contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

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|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 38 | <b>A39 TERMINATION - CESSATION OF THE WORKS</b><br><br>Clause 39.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                              | Item |   |  |
| 39 | <b>A40 SETTLEMENT OF DISPUTES</b><br><br>Clause 40.0<br><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                                                                                                                                                                                            | Item |   |  |
|    | <b><u>CONTRACT VARIABLES</u></b>                                                                                                                                                                                                                                                                                                                                                                                          |      |   |  |
| 40 | <b>A41 POST TENDER PROVISIONS</b><br><br>Clause 41.0<br><br>The <b>Contractor</b> is to complete before submission of his tender the JBCC Principal Building Agreement <b>Contract Data (C1.2)</b><br><br><b>Tenderers</b> are referred to the document <b>Contract Data (C1.2)</b> for variables pertaining to this contract<br><br>Fixed:_____ Value related:_____ Time related:_____                                   | Item |   |  |
| 41 | <b>A42 CONTRACTUAL AGREEMENT</b><br><br>Clause 42.0<br><br>The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the agreement for signature of the agreement by the parties<br><br>Tenderers are referred to the document <b>Contract Data (C1.2)</b> for variables pertaining to this contract<br><br>Fixed:_____ Value related:_____ Time related:_____ | Item |   |  |
|    | <b>Carried to Collection</b>                                                                                                                                                                                                                                                                                                                                                                                              |      | R |  |
|    | Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES                                                                                                                                                                                                                                                                                                                                                             |      |   |  |

**SECTION B: JBCC PRELIMINARIES****B1.0 DEFINITIONS AND INTERPRETATION**42 ***B1.1 Definitions and interpretation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**B2.0 DOCUMENTS**43 ***B2.1 Checking of documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

44 ***B2.2 Bills of Quantities***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

45 ***B2.3 Availability of construction documentation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES**46 ***B3.1 Previous work - dimensional accuracy***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

47 ***B3.2 Previous work - defects***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

48 ***B3.3 Inspection of adjoining property***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

49 ***B2.5 Priced documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

50 ***B2.6 Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with  
**C1.1: Form of Offer & Acceptance**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**Carried to Collection**

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|    |                                                               |      |   |  |
|----|---------------------------------------------------------------|------|---|--|
|    | <b>B3.0 THE SITE</b>                                          |      |   |  |
| 51 | <b>B3.1 Defined works area</b>                                |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
| 52 | <b>B3.2 Geotechnical Investigation</b>                        |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | N/A  |   |  |
| 53 | <b>B3.3 Inspection of the site</b>                            |      |   |  |
|    | Note that this inspection is compulsory                       |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
|    | <b>B4.0 SAMPLES, SHOP DRAWINGS AND</b>                        |      |   |  |
|    | <b>MANUFACTURERS' INSTRUCTIONS</b>                            |      |   |  |
| 54 | <b>B4.1 Samples of materials</b>                              |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
| 55 | <b>B4.2 Workmanship samples</b>                               |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
| 56 | <b>B4.3 Shop drawings</b>                                     |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
| 57 | <b>B4.4 Compliance with manufacturers' instructions</b>       |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
|    | <b>B5.0 DEPOSITS AND FEES</b>                                 |      |   |  |
| 58 | <b>B5.1 Deposits and fees</b>                                 |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
|    | <b>B6.0 TEMPORARY SERVICES</b>                                |      |   |  |
| 59 | <b>B6.1 Water</b>                                             |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
| 60 | <b>B6.2 Electricity</b>                                       |      |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____            | Item |   |  |
|    | <b>Carried to Collection</b>                                  |      | R |  |
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|    |                                                                         |      |  |   |  |
|----|-------------------------------------------------------------------------|------|--|---|--|
| 61 | <b>B6.3 Telecommunication facilities</b>                                |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 62 | <b>B6.4 Ablution facilities</b>                                         |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 63 | <b>B6.5 Main notice board</b>                                           |      |  |   |  |
|    | Fixed: _____ Value related:_____ Time related:_____                     | Item |  |   |  |
|    | <b><u>B7.0 PRIME COST AMOUNTS</u></b>                                   |      |  |   |  |
| 64 | <b>B7.1 Responsibility for prime cost amounts</b>                       |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
|    | <b><u>B8.0 SPECIAL ATTENDANCE ON SELECTED SUB-CONTRACTORS</u></b>       |      |  |   |  |
| 65 | <b>B8.1 Special attendance</b>                                          |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
|    | <b><u>B9.0 GENERAL</u></b>                                              |      |  |   |  |
| 66 | <b>B9.1 Protection of the works</b>                                     |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 67 | <b>B9.2 Protection/isolation of existing/sectionally occupied works</b> |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 68 | <b>B9.3 Security of the works</b>                                       |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 69 | <b>B9.4 Notice before covering work</b>                                 |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 70 | <b>B9.5 Disturbance</b>                                                 |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
| 71 | <b>B9.6 Environmental disturbance</b>                                   |      |  |   |  |
|    | Fixed:_____ Value related:_____ Time related:_____                      | Item |  |   |  |
|    | <b>Carried to Collection</b>                                            |      |  |   |  |
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|    |                                                                         |      |  | R |  |

|                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                             |      |   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 72                                                                                                                                                                                                                                                                                     | <b>B9.7 Works cleaning and clearing</b><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                               | Item |   |  |
| 73                                                                                                                                                                                                                                                                                     | <b>B9.8 Vermin</b><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                                    | Item |   |  |
| 74                                                                                                                                                                                                                                                                                     | <b>B9.9 Overhand work</b><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                             | Item |   |  |
| 75                                                                                                                                                                                                                                                                                     | <b>B9.10 As-built information</b><br>Fixed:_____ Value related:_____ Time related:_____                                                                                                                     | Item |   |  |
| <b><u>B10. SCHEDULE OF VARIABLES</u></b>                                                                                                                                                                                                                                               |                                                                                                                                                                                                             |      |   |  |
| Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this contract |                                                                                                                                                                                                             |      |   |  |
| 10.1                                                                                                                                                                                                                                                                                   | <b>Provisional Bills of Quantities</b>                                                                                                                                                                      |      |   |  |
| [2.2]                                                                                                                                                                                                                                                                                  | The quantities are provisional: Yes                                                                                                                                                                         |      |   |  |
| 10.2                                                                                                                                                                                                                                                                                   | <b>Availability of construction documentation</b>                                                                                                                                                           |      |   |  |
| [2.3]                                                                                                                                                                                                                                                                                  | Construction of documentation is complete: Yes                                                                                                                                                              |      |   |  |
| 10.3                                                                                                                                                                                                                                                                                   | <b>Previous work - dimensional accuracy</b>                                                                                                                                                                 |      |   |  |
| [3.1]                                                                                                                                                                                                                                                                                  | Details: Nil                                                                                                                                                                                                |      |   |  |
| 10.4                                                                                                                                                                                                                                                                                   | <b>Previous work - defects</b>                                                                                                                                                                              |      |   |  |
| [3.2]                                                                                                                                                                                                                                                                                  | Details: To be checked on site by <b>Contractor</b> prior to commencing with building operations                                                                                                            |      |   |  |
| 10.5                                                                                                                                                                                                                                                                                   | <b>Inspection of adjoining properties</b>                                                                                                                                                                   |      |   |  |
| [3.3]                                                                                                                                                                                                                                                                                  | Specific requirements: The <b>Contractor</b> must inspect adjoining properties and immediately bring to the notice of the <b>Principal Agent</b> of any consequences that may arise from the building works |      |   |  |
| 10.6                                                                                                                                                                                                                                                                                   | <b>Water</b>                                                                                                                                                                                                |      |   |  |
| [7.2]                                                                                                                                                                                                                                                                                  | Option A (by <b>Contractor</b> ) (Yes)                                                                                                                                                                      |      |   |  |
|                                                                                                                                                                                                                                                                                        | Option B (by <b>Employer</b> - free of charge when available) (No)                                                                                                                                          |      |   |  |
|                                                                                                                                                                                                                                                                                        | Option C (by <b>Employer</b> - metered) (No)                                                                                                                                                                |      |   |  |
| <b>Carried to Collection</b>                                                                                                                                                                                                                                                           |                                                                                                                                                                                                             |      | R |  |
| Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES                                                                                                                                                                                                                          |                                                                                                                                                                                                             |      |   |  |

|                                                               |                                                                                                                                                                                                                                                                                                                                    |  |  |   |  |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|---|--|
| 10.7<br>[7.3]                                                 | <b>Electricity</b><br>Option A (by <b>Contractor</b> ) (Yes)<br><br>Option B (by <b>Employer</b> - free of charge when available)<br>(No)<br><br>Option C (by <b>Employer</b> - metered) (No)                                                                                                                                      |  |  |   |  |
| 10.8<br>[7.4]                                                 | <b>Telecommunications</b><br>Telephone (Yes)<br><br>Facsimile (Yes)<br><br>eMail (Yes)                                                                                                                                                                                                                                             |  |  |   |  |
| 10.9<br>[7.5]                                                 | <b>Ablution facilities</b><br>Option A (by <b>Contractor</b> ) (Yes)<br><br>Option B (by <b>Employer</b> ) (No)                                                                                                                                                                                                                    |  |  |   |  |
| 10.10<br>[9.1]                                                | <b>Protection of works</b><br>Specific requirements:<br><br>The <b>Contractor</b> shall protect the works for the duration of the contract. Special attention shall be given to the <b>scope of works</b>                                                                                                                          |  |  |   |  |
| 10.11<br>[9.2]                                                | <b>Protection of existing/sectionally occupied works</b><br>Protection is required No                                                                                                                                                                                                                                              |  |  |   |  |
| 10.12<br>[9.5]                                                | <b>Disturbance</b><br>Specific requirements:<br><br>The <b>Contractor</b> shall keep the site, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>Principal Agent</b> |  |  |   |  |
| 10.13<br>[9.6]                                                | <b>Environmental disturbance</b><br>Specific requirements: None                                                                                                                                                                                                                                                                    |  |  |   |  |
| Carried to Collection                                         |                                                                                                                                                                                                                                                                                                                                    |  |  | R |  |
| Section No. 1<br>PRELIMINARIES<br>Bill No. 1<br>PRELIMINARIES |                                                                                                                                                                                                                                                                                                                                    |  |  |   |  |

**SECTION C: SPECIFIC PRELIMINARIES**

**Section C** contains specific **Preliminaries** items which apply to this contract except where **N/A** (Not Applicable) appears against an item

76 **C1 CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the **Tenderer** he shall, before submitting his tender, obtain clarification in writing from the **Principal Agent**

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

77 **C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department of Public Works and shall be read in conjunction with the **Bills of Quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

78 **C3 TRADE NAMES**

Wherever a trade name for any product has been described in the **Bills of Quantities**, the **Tenderers'** attention are drawn to the fact that any other product of equal quality may be used subject to the written approval of the **Principal Agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

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|    |           |                                         |
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| 79 | <b>C4</b> | <b>IMPORTED MATERIALS AND EQUIPMENT</b> |
|----|-----------|-----------------------------------------|

Where imported items are listed in the tender documents, the **Tenderer** shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

|    |    |                    |
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| 80 | C5 | HIV/AIDS AWARENESS |
|----|----|--------------------|

It is required of the **Contractor** to thoroughly study the HIV/AIDS Specification that must be read together with and is deemed to be incorporated under this Section of the **Bills of Quantities**.

The **Contractor** must take note that compliance with the **HIV/AIDS Specification (PW 1544)** is compulsory. In the event of partial or total non-compliance, the **Principal Agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **Contractor** provides satisfactory proof of compliance. The **Contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

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|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|
| 81                                                                      | <p><b>C6 OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <p>The <b>Contractor</b> shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 19093 (Act No. 85 of 1993).</p> <p>It is required of the <b>Contractor</b> to thoroughly study the <b>Health and Safety Specification (C4.2)</b> that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities</p> <p>The <b>Contractor</b> must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the <b>Principal Agent</b>, notwithstanding the provisions of clause A3.10 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the <b>Contractor</b> provides satisfactory proof of compliance. The <b>Contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> | Item |   |
| 82                                                                      | <p><b>C7 ENVIRONMENTAL MANAGEMENT PROGRAMME</b></p> <p>The <b>Contractor</b> shall comply with the requirements set out in the <b>Environmental Management Programme (C4.3)</b>.</p> <p>Provision for pricing of compliance with the above should be made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item |   |
| Carried to Collection                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      | R |
| <p>Section No. 1<br/>PRELIMINARIES<br/>Bill No. 1<br/>PRELIMINARIES</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |   |

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| Item No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Quantity | Rate | Amount |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------|
| <b><u>SECTION No. 2</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |      |        |
| <b><u>BOUNDARY FENCING (PROVISIONAL)</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |      |        |
| <b><u>BILL No. 1</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |      |        |
| <b><u>BOUNDARY FENCING</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |      |        |
| <p>The Tenderer is referred to the relevant Clauses in the Supplementary Preambles hereunder and Department of Public Works PW371 document</p> <p>NOTE: For all TRADE NAMES and the use of alternative items, refer to Section 3: Specific Preliminaries item C3</p>                                                                                                                                                                                                                                                                                                                                                                                                          |          |      |        |
| <b><u>SUPPLEMENTARY PREAMBLES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |      |        |
| <b><u>View site</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |      |        |
| <p>Before submitting his tender the Contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p>                                                                                                                                                                                                                                                                                                                                                                      |          |      |        |
| <b><u>General</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |      |        |
| <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent.</p> <p>The Contractor shall provide a 10 year anti-corrosion guarantee/15 year functional guarantee for material and workmanship that must be issued at practical completion of the contract. The Product must be ISO 9001 accredited and Green Building Council approved.</p> |          |      |        |
| <b><u>Nature of ground</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |      |        |
| <p>Description of excavations shall be deemed to include all ground conditions classifiable as earth and where conditions of a more difficult character might be encountered, these are separately measured.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |      |        |
| <b>Carried to Collection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          | R    |        |
| Section No. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |      |        |
| BOUNDARY FENCING (PROVISIONAL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |      |        |
| Bill No. 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |      |        |
| BOUNDARY FENCING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |      |        |

**Carting away of excavated material**

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stockpiles situated on the building site.

**Cost of tests**

The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Principal Agent. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Principal Agent (Test cubes are measured separately)

**Formwork**

Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

**Hot dip galvanising:**

Where hot dip galvanising is specified, it should be executed in accordance with SANS 121:2011 (ISO 1461:2009), unless otherwise described

**REMOVAL OF EXISTING FENCING****Carefully take out and remove existing fence and gate and hand all materials to the South African National Biodiversity Institute:**

- |   |                                                                                                                                                                                                               |    |     |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|
| 1 | Existing 1800mm high fence including disassembling and removing fencing complete with posts, etc., digging up and removing concrete bases to posts, gates and filling in holes with approved clean earth fill | m  | 935 |
| 2 | Existing 2600 x 1800mm high single leaf rolling gate including breaking up mass concrete base at bottom, filling in hole with approved clean earth fill                                                       | No | 1   |

**REMOVAL OF TREES, ETC.****Cutting down and removing, grubbing up roots and filling in holes:**

- |   |                                                     |    |    |
|---|-----------------------------------------------------|----|----|
| 3 | Tree exceeding 500mm and not exceeding 1000mm girth | No | 10 |
|---|-----------------------------------------------------|----|----|

**Carried to Collection**

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BOUNDARY FENCING (PROVISIONAL)  
Bill No. 1  
BOUNDARY FENCING

|                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|---|--|
| 4                                                                                                                                                                                                      | Multi-stem tree exceeding 200mm and not exceeding 500mm girth                                                                                                                                                                                                                                                                                                                                                                                                           | No | 64  |   |  |
| 5                                                                                                                                                                                                      | Ditto exceeding 1000mm and not exceeding 1500mm girth                                                                                                                                                                                                                                                                                                                                                                                                                   | No | 8   |   |  |
| <b><u>TEMPORARY FENCING, SCREENS, ETC.</u></b>                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| Allowance shall be made as required to excavate areas that are too high and to fill depressions with approved filling, carted on where necessary and well compacted prior to erection of fencing posts |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| <b><u>Clearing of site:</u></b>                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| 6                                                                                                                                                                                                      | Allow for clearing site for the width of 1500mm where fencing runs are to be erected including removing trees, shrubs, etc. not exceeding 200mm girth, grubbing up roots and roughly levelling                                                                                                                                                                                                                                                                          | m  | 27  |   |  |
| <b><u>Temporary fencing complete (to be kept in position and not to be removed on completion of project):</u></b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| 7                                                                                                                                                                                                      | Fencing formed of 1,8m high hot dip galvanised steel (Class A) weldmesh type fencing with 50 x 50mm apertures, secured to and including 60mm diameter treated gumpole fencing posts 2400mm long at 2m centres, gumpoles bedded 600mm deep in ground, securely fastened to and including four rows of 4mm diameter galvanised straining wires, fastened to fencing and posts with 2mm diameter galvanised binding wire at 400mm centres, including all excavations, etc. | m  | 23  |   |  |
| 8                                                                                                                                                                                                      | Vehicular gate (cattle type) complete with all necessary posts, wires, weldmesh, hinges, locking mechanism, etc., size 4000 x 1800mm high                                                                                                                                                                                                                                                                                                                               | No | 1   |   |  |
| <b><u>SECURITY FENCING AND GATES</u></b>                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| Allowance shall be made as required to excavate areas that are too high and to fill depressions with approved filling, carted on where necessary and well compacted prior to erection of fencing posts |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| <b><u>Clearing of site:</u></b>                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |
| 9                                                                                                                                                                                                      | Allow for clearing site for the width of 1500mm where fencing runs are to be erected including removing trees, shrubs, etc. not exceeding 200mm girth, grubbing up roots and roughly levelling                                                                                                                                                                                                                                                                          | m  | 908 |   |  |
| <b>Carried to Collection</b>                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     | R |  |
| Section No. 2<br>BOUNDARY FENCING (PROVISIONAL)<br>Bill No. 1<br>BOUNDARY FENCING                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |     |   |  |

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |     |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|---|
| <b><u>Category III type fencing system and posts erected complete with all components as indicated in strict accordance with the manufacturer's instructions:</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |     |   |
| 10                                                                                                                                                                    | 2400mm High ClearVu or equivalent high density anti-climbing and anti-cut pressed mesh panel fencing, formed of 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with marine fusion bond coating with aperture size 76,2 x 12,7mm and reinforcing V-section ribs. Panels with a maximum width of 3305mm (or as determined on site) and laterally strengthened by 4 x 50mm deep V-profiled horizontal stiffener bends to ensure sufficient rigidity, complete with 75mm 70degree flanges along sides, top and toe and secured to fencing posts (elsewhere measured). Prices to allow for possible shortening and additional vertical cutting/framing of shortened panels, if necessary                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m  | 896 |   |
| 11                                                                                                                                                                    | 3000mm Hot dip galvanised 85 - 45mm taper locking post, with marine fusion bond coating (acid modified), sealed with UV stabilized polymer cap, including locking recess mechanism with sealed end caps and 30 x 250mm long angle section base anchors, complete with required vandal resistant bolts and clamping plates, nuts and washers for fixing to panels (elsewhere measured) and embedded and including 400 x 400 x 600mm deep unreinforced concrete (20MPa/19mm) base, excavations, filling, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | No | 271 |   |
| 12                                                                                                                                                                    | Hot dip galvanised sliding gate, consisting of 50 x 50 x 2mm hollow section outer framing and one mullion, all mitred and welded at all intersections, internal 30 x 4mm flat section welded onto inside of all outer framing, one cut-out size 120 x 200mm high formed of outer framing and flat section as described above, filled in with 4mm diameter horizontal and 4mm diameter vertical high tensile wires galvanised with marine fusion bond coating with aperture size 76,2 x 12,7mm and reinforcing V-section ribs, cut to size and secured tautly around all edges to flat section with 4mm diameter self tapping screws 30mm long at 100mm centres all around, complete with 500 x 800mm high unreinforced concrete (20MPa/19mm) beam, with 25 x 25 x 3mm angle iron track secured to base, with gate post similar to taper locking post (elsewhere described) complete with base plate 300 x 300 x 5mm thick cast into unreinforced concrete (20MPa/19mm) base, gate rollers, stoppers, guide-rollers, end stops, anti-lift brackets all complete with and including all excavations, filling, etc. one heavy duty brass padlock, etc. overall size 6000 x 2400mm high | No | 2   |   |
| 13                                                                                                                                                                    | Serrated top rail, hot dip galvanised and marine fusion bond coating with tooth spikes, 2.5mm thick and 100mm high fitted to top of fencing or gates (elsewhere measured) with M8 x 30 bolts, shear nuts and stainless steel washers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m  | 896 |   |
| <b><u>Excavation in earth not exceeding 2m deep:</u></b>                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |     |   |
| 14                                                                                                                                                                    | Beams to underdig                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | m3 | 224 |   |
| <b>Carried to Collection</b>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |     | R |
| Section No. 2<br>BOUNDARY FENCING (PROVISIONAL)<br>Bill No. 1<br>BOUNDARY FENCING                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |    |     |   |

|                                                                                   |                                                                                                                                                                                                                                                                                |    |      |   |           |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|---|-----------|
| <b><u>Extra over trench and hole excavations in earth for excavation in:</u></b>  |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 15                                                                                | Soft rock                                                                                                                                                                                                                                                                      | m3 | 52   |   |           |
| 16                                                                                | Hard rock                                                                                                                                                                                                                                                                      | m3 | 26   |   |           |
| <b><u>Extra over all excavations for carting away:</u></b>                        |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 17                                                                                | Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Contractor                                                                                                                                                                  | m3 | 224  |   |           |
| <b><u>Risk of collapse of excavations:</u></b>                                    |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 18                                                                                | Sides of trench and hole excavations not exceeding 1,5m deep                                                                                                                                                                                                                   | m2 | 897  |   |           |
| <b><u>Keeping excavations free of water:</u></b>                                  |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 19                                                                                | Keeping excavations free of all water other than subterranean water                                                                                                                                                                                                            |    | Item |   |           |
| <b><u>Concrete beam to underdig:</u></b>                                          |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 20                                                                                | 500 x 500mm Unreinforced concrete (20MPa/19mm) beam cast underneath fence (elsewhere measured) complete                                                                                                                                                                        | m  | 896  |   |           |
| <b><u>Rough formwork to sides:</u></b>                                            |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 21                                                                                | Beams                                                                                                                                                                                                                                                                          | m2 | 108  |   |           |
| <b><u>Test blocks:</u></b>                                                        |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 22                                                                                | Making and testing set of three 150 x 150 x 150mm concrete strength test cubes                                                                                                                                                                                                 | No | 7    |   |           |
| <b><u>PROTECTION OF INDIGENOUS TREES AND SHRUBS</u></b>                           |                                                                                                                                                                                                                                                                                |    |      |   |           |
| <b><u>Protection of indigenous trees and shrubs:</u></b>                          |                                                                                                                                                                                                                                                                                |    |      |   |           |
| 23                                                                                | Provide the Provisional Amount of R 10,000.00 (Ten Thousand Rand) for protection of indigenous trees and shrubs (the trees and shrubs will be identified by the principal Agent on site) The work shall be measured and valued in accordance with the "Conditions of Contract" |    | Item |   | 10 000.00 |
| <b>Carried to Collection</b>                                                      |                                                                                                                                                                                                                                                                                |    |      | R |           |
| Section No. 2<br>BOUNDARY FENCING (PROVISIONAL)<br>Bill No. 1<br>BOUNDARY FENCING |                                                                                                                                                                                                                                                                                |    |      |   |           |

Section No. 2

Bill No. 1

BOUNDARY FENCING

**COLLECTION**

Total Brought Forward from Page No.

Page  
No

Amount

29

30

31

32

33

R

Section No. 2  
BOUNDARY FENCING (PROVISIONAL)  
Bill No. 1  
BOUNDARY FENCING

| Section No | KWELERA BOTANIC GARDEN: BOUNDARY FENCING: FINAL SUMMARY                                                                                        | Page No | Amount     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------|
| 1          | PRELIMINARIES                                                                                                                                  | 28      |            |
| 2          | BOUNDARY FENCING (PROVISIONAL)                                                                                                                 | 34      |            |
|            | Sub Total                                                                                                                                      |         | R          |
|            | <b><u>CONTINGENCIES</u></b>                                                                                                                    |         |            |
|            | Allow the sum of R 100,000.00 (One Hundred Thousand Rand) for Contingencies to be used or deducted in full at the Principal Agent's discretion |         | R          |
|            |                                                                                                                                                |         | 100 000.00 |
|            | Sub Total                                                                                                                                      |         | R          |
|            | VALUE ADDED TAX 15%                                                                                                                            |         | R          |
|            | TOTAL BUILDING WORKS INCLUDING VAT                                                                                                             |         | R          |
|            | Carried to Form of Offer and Acceptance                                                                                                        |         | R          |

## **Part C3: Scope of Works**

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

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

The Employer's objective is to erect a new boundary fence to the **KWELERA NATIONAL BOTANICAL GARDEN, EAST LONDON**

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

The project entails the construction of a new boundary fence and repairs to a section of the existing fencing.

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

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

The works consists of the erection of a new boundary fence and repairs to a section of the existing fence at Kwelera National Botanical Garden, East London.

The following activities will be carried out:

- Remove existing fence on northern boundary on tarred road.
- Clear bush to create space for new high security fence in same position as existing fence & retain all indigenous trees & shrubs as pointed out at site handover.
- Retain portion of existing fence on road boundary & install farm gate as a temporary measure.
- Clear fence line & erect new high security fence and gate on north-western boundary.
- Remove existing fence, clear fence line & erect new high security fence and gate on south-western boundary.
- New fence includes concrete ground beam.

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

### **C3.1.4 Location of the Works**

The project is located at the Kwelera National Botanical Garden site in East London.

### **C3.1.5 Description of Site and Access**

The site is located at Kwelera National Botanical Garden, East London

## **C3.2 Construction**

### **C3.2.1 Works Specifications**

#### **C3.2.1.1 Applicable Construction Standards**

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities.

#### **C3.2.1.2 Applicable Technical Specifications**

SANS 1200 AA – General Small Works  
SANS 1200 C – Site Clearance (Bush clearing)  
SANS 1200 DA – Earthworks (small works)  
SANS 1200 GA – Concrete (small works).

#### **C3.2.1.3 Particular Specifications**

None

#### **C3.2.1.4 Certification by Recognised Bodies**

Certified by the CIDB

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

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

None

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

All materials are to be tested by a commercial laboratory as directed by the Engineer. Construction needs to be carried out according to the Construction Drawings.

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

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

The Contractor is required to use plant and equipment that is sufficient for the construction of the building and the ancillary works.

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

None

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

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

All known services are shown on the Construction Drawings. The onus still lies with the main Contractor to ensure that no services are damaged during the construction phase.

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

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

None

#### **C3.2.4.4 Damage To Services**

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

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

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

None.

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

The onus lies with the main Contractor to find a suitable area, approved by the Principal Agent. The main Contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

#### **C3.2.5.3 Storage And Laboratory Facilities**

No requirements are specified.

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

No requirements are specified.

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

No requirements are specified.

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

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

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

The main Contractor is allowed to place a Notice Board on site. Refer to **Section No. 1: Preliminaries** for a description thereof.

#### **C3.2.5.8 Site Usage**

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Principal Agent. The disturbance to the surrounding residents should be kept at a minimum.

#### **C3.2.5.9 Permits and Way Leaves**

No requirements are specified.

#### **C3.2.5.10 Water for Construction Purposes**

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

#### **C3.2.5.11 Survey Control and Setting Out of the Works**

The setting out bench marks is provided by the Employer. It is the Contractor's responsibility to ensure that the setting out bench marks is correct and to use these bench marks for setting out.

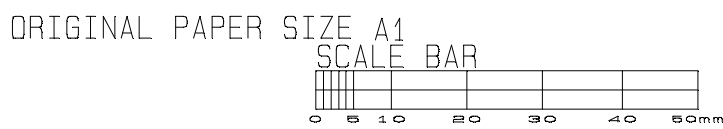
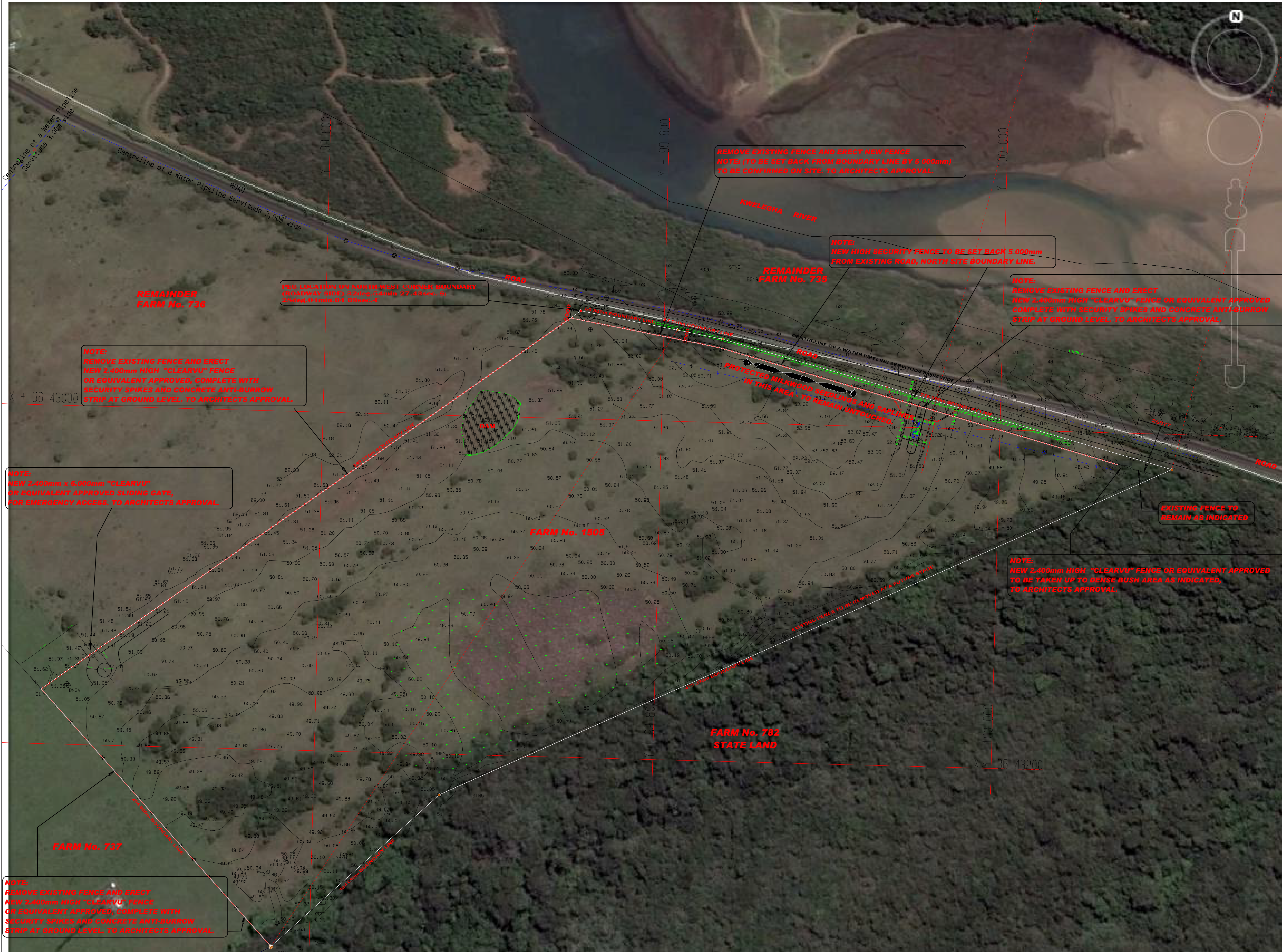
## **C3.2 Annexures**

### **C3.3 Variations and Additions to Requirements of Standardised Specification**

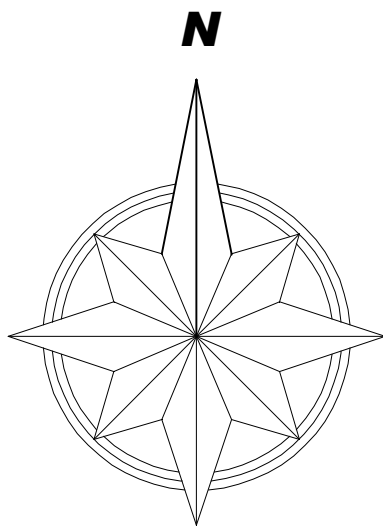
**NOT APPLICABLE**

## C3.4 Drawings

|               |
|---------------|
| Dwg. No. 1.02 |
| Dwg. No. 1.03 |



NOTES:



|                       |           |          |                                                                                                       |
|-----------------------|-----------|----------|-------------------------------------------------------------------------------------------------------|
| 1/08/19               | BILL      | 5.       | OMIT "SIMILAR",<br>ADD "EQUIVALENT" APPROVED FENCE.                                                   |
| 18/08/19              | BILL      | 4.       | ADD "CLEARVU" FENCE, OR SIMILAR APPROVED FENCE,<br>REPOSITION MAIN ENTRANCE GATE<br>AND SERVICE GATE. |
| 08/06/17              | BILL      | 3.       | ADD "CLEARVU" FENCE,<br>INCLUDE EMERGENCY GATE WIDTH TO 6000mm.                                       |
| 01/06/17              | BILL      | 2.       | OMIT FENCE TRAIL NAMES.                                                                               |
| 23/04/17              | BILL      | 1.       | ADD VEGETATION SURVEY- (KILKWOOD) TO REMAIN UNTOUCHED.                                                |
| DATE<br>1.06.19       | BY<br>GUR | NO<br>NR | DESCRIPTION<br>REVISIONS                                                                              |
| Revisions - Nysigings |           |          |                                                                                                       |

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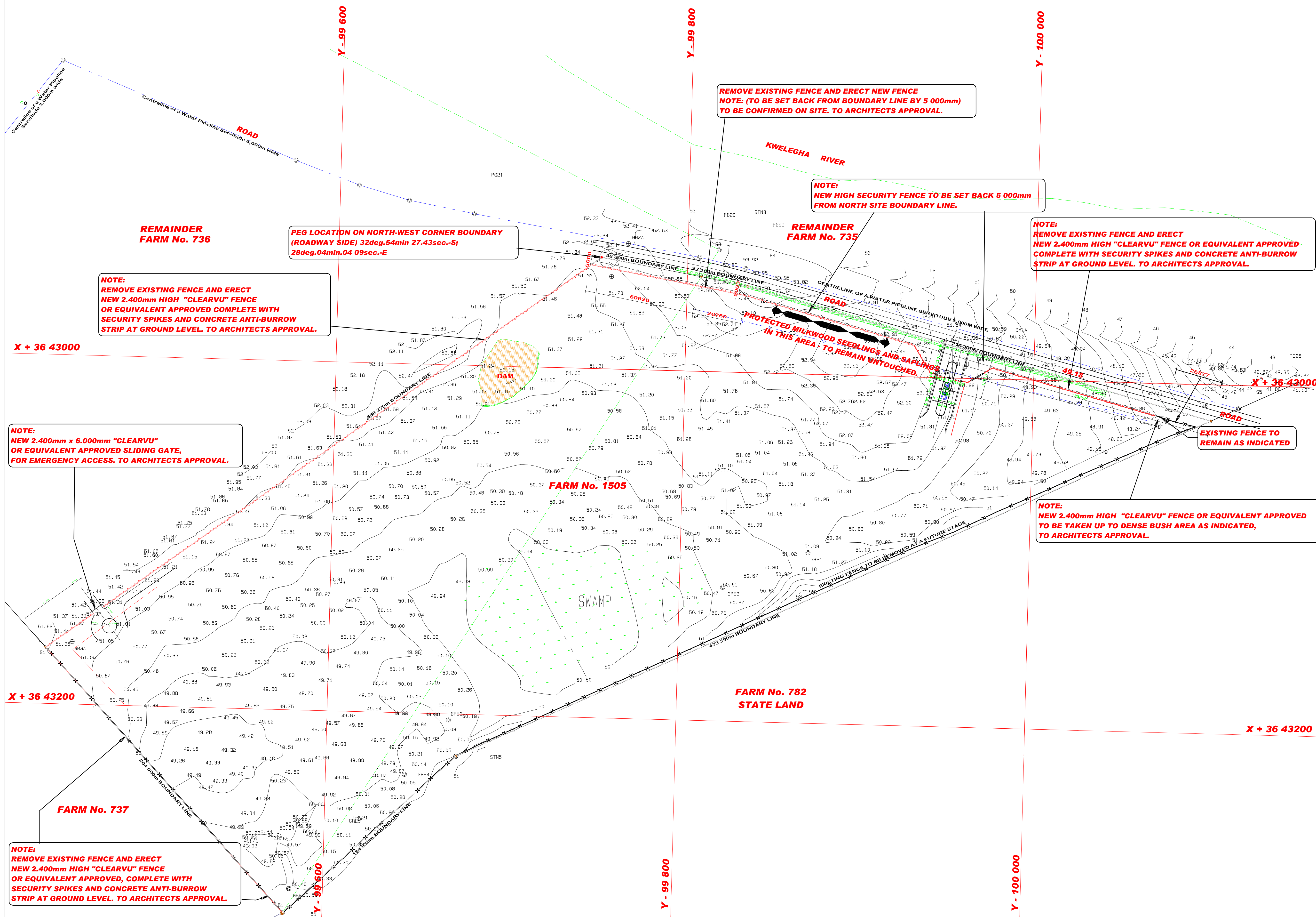
PROJECT  
KWELEGA NATIONAL BOTANICAL GARDEN  
NEW BUILDING COMPLEX AND  
UPGRADING OF  
EXISTING FACILITIES

DRAWING  
TICKETING  
**BOUNDARY  
FENCE LAYOUT**

|                            |                          |                            |                               |
|----------------------------|--------------------------|----------------------------|-------------------------------|
| SCALE<br>SKAAL<br>1 : 1000 | DRAWN<br>GETEKEN<br>BILL | CHECKED<br>NAGESSEN<br>J.S | DATE<br>DATUM<br>JANUARY 2017 |
|----------------------------|--------------------------|----------------------------|-------------------------------|

|                              |                           |
|------------------------------|---------------------------|
| PROJECT NO<br><b>E15-891</b> | DRAWING NO<br><b>1.02</b> |
|------------------------------|---------------------------|

|                       |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1                     | 2 | 3 | 4 | 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PLOT ON A1 SIZE PAPER |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

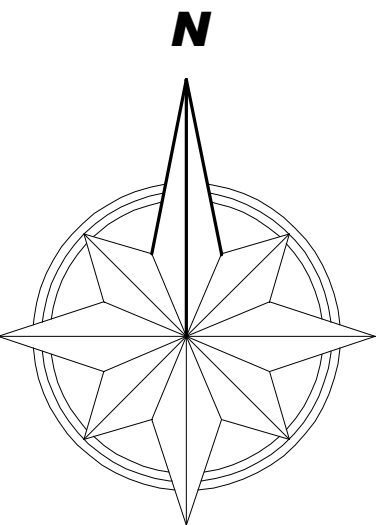


ORIGINAL PAPER SIZE A1  
SCALE BAR



0 10 20 30 40 50mm

NOTES:



|               |            |          |                                                                                                       |
|---------------|------------|----------|-------------------------------------------------------------------------------------------------------|
| 06/08/17      | BILL       | 5.       | DMIT "SIGNILAR"<br>ADD "EQUIVALENT" APPROVED FENCE,                                                   |
| 06/08/18      | BILL       | 4.       | ADD "CELRARY" FENCE, OR SIMILAR APPROVED FENCE.<br>REPOSITION MAIN ENTRANCE GATE<br>AND SERVICE GATE. |
| 06/06/17      | BILL       | 3.       | ADD "FENCE" FENCE;<br>INCREASE EMERGENCY GATE WIDTH TO 6000mm.                                        |
| 01/06/17      | BILL       | 2.       | DMIT FENCE PHASE NAMES.                                                                               |
| 23/04/17      | BILL       | 1.       | ADD VEGETATION SURVEY- MILKWOOD TO REMAIN UNTOUCHED.                                                  |
| DATE<br>DATUM | BY<br>DEUR | NO<br>NR | DESCRIPTION<br>(RESKINNING)                                                                           |

Revisions - Wysligns

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Any discrepancy must immediately be reported to the Architect.  
Dimensions take preference to the scaled drawing.

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Kopiereg word streng voorbehou.  
Alle matings moet op terrein nagegaan word voordat daar met werk begin word.  
Enige fouta moet onmiddellik aan die Argitek gerapporteer word.  
Afmetings neem voorkeur op die geskaalde tekening.

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ARCHITECTS**

REG NO 2004/002737/1

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Biodiversity for Life  
South African National Biodiversity Institute



PROJECT  
PROJECT  
**KWELERA NATIONAL BOTANICAL GARDEN  
NEW BUILDING COMPLEX AND  
UPGRADING OF  
EXISTING FACILITIES**

# ***BOUNDARY FENCE LAYOUT***

|                |                  |                     |               |
|----------------|------------------|---------------------|---------------|
| SCALE<br>SKAAL | DRAWN<br>GETEKEN | CHECKED<br>NAGESIEN | DATE<br>DATUM |
| 1 : 1000       | BILL             | J.S                 | JANUARY 2017  |

|                         |                           |
|-------------------------|---------------------------|
| PROJECT NO<br>PROJEK NR | DRAWING NO<br>TEKENING NR |
| <b>E15-891</b>          | <b>1.03</b>               |

PLOT ON A1 SIZE PAPER

## **Part C4: Site Information**

## **C4.1 Geotechnical Information**

***NOT APPLICABLE***

## **C4.2 Health and Safety Specification**

*All documents are considered uncontrolled unless this number is completed: **Controlled Copy No: SANBI PSPEC/1/W/2018***

## **HEALTH & SAFETY SPECIFICATIONS FOR MINOR CONSTRUCTION WORK ACTIVITIES AT SANBI PREMISES.**

### **1. PURPOSE**

The objective of the Health and Safety Specifications is to provide a guideline for the principal contractor in complying with the requirements of the Occupational Health and Safety Act 85 of 1993 and its Regulations.

The Health and Safety Specifications do not replace the OHS Act and relevant regulations, but is a supplementary document to the requirements of relevant legislation and the conditions of the contract agreement between the SANBI and the Principal Contractor.

It does not imply that sections of legislation not referred to in full in this document are of less importance and/or not relevant. The Contractor remains responsible to comply with the Act, regulations and their health and safety plan.

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), SANBI is required to control persons/organizations conducting activities for or on their behalf (Mandatorys) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring SANBI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers / Mandatorys.

The dual objective of this specification is to ensure that the Mandatorys and Service providers entering into a contractual agreement/relationship with SANBI achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

### **2. Scope of Occupational Health, Safety and Environmental (SHE) Specification**

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work and it covers any of the following activities:

- Alterations and renovations to existing buildings
- Demolition work (portion of buildings)
- Removal of asbestos
- Altering & openings in existing walls
- Dismantling & storage of material & disposal
- Removal of canopy fixed to façade
- Breaking up of mass concrete/brick paved areas and brick work
- Removal of all sanitary fittings
- Preparatory work to existing surfaces

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Work conducted inside existing buildings  
Earth works / open face excavations/trenches/backfilling  
Concrete works; formwork; reinforcing  
Concrete in foundations – superstructure  
Rough formwork  
Steel reinforcement  
Masonry work / water proofing of roof coverings  
Carpentry and joining  
Ceilings installation; partitioning / access flooring  
Iron monger  
Installation of bathroom fittings  
Structural steelwork / metal work  
General plastering work  
Tiling work  
Paint work on new work (external plastered walls)  
External works – preparation of soil for paving  
Removal of existing work  
Building up openings  
Re-fixing of existing palisade fencing  
Earth works and filling (import material)  
Soil poisoning -Submit MSDS  
Concrete formwork & reinforcement  
Formwork to soffits of solid slab, sides of bases  
Reinforced concrete casts – strip footings & bases  
Masonry work – for new work  
General brick work (one and two brick walls)  
Building of superstructure  
Installation of concrete lintels  
Waterproofing (damp proofing of walls/floors/roofs)  
Installation of roof coverings (galvanized steel)  
Installation of roof insulation  
Carpentry & joining work (new work scope)  
Installation ceilings; partitions & access flooring  
Installation of electrical light fittings  
Installation of suspended ceilings  
Ironmongery work  
Fitting of bathroom fittings  
Metal work – including door frame installations; gates and screens  
External/internal plastering work (New work scope)  
Tiling, including wall tiling/floor tiling

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Plumbing and drainage work (New work scope)  
Disinfection of water pipe work (require MSDS of disinfectant)  
Soil drainage – Sewer + Pipe + drain fittings  
Water supply  
Removal and erecting fences  
Installation of fire appliances “CHUBB”  
Boundary & yard walls / palisade fencing  
Aprons – compaction of surfaces  
Construction of generator plinth  
Signage  
Installation of electrical fencing  
Construction & installation of steel canopies with roof coverings  
Internal electrical installations  
Site electrical reticulation  
Bush clearance for palisade fencing  
Electronic installations to existing buildings

### **3. Health and safety risks**

The following are potential risks associated with the above work activities:

- Falls from height
- Exposure to electricity. Overhead and underground cables
- Proximity to flammable or combustible materials
- Climbing steps and working platforms
- Risk of vehicle overturning
- Risk of eye injury from flying particles and dust.
- Cancer risk from Exposure to asbestos
- Slips trips and falls due to untidy work area
- Manual handling activities
- Using various types of machinery and tools.
- Moulds, fungi and bacteria.
- Dermatitis
- Cuts and abrasions
- Struck by machinery
- Loss of fingers/limbs
- Risk of pain or injury from performing repetitive tasks.
  
- Exposure to noise
- Struck by falling objects
- Risk of eye injury from solvent splashes or vapors
- Vibration white finger

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- Hand and foot injury
- Sun exposure
- Slipping / tripping hazards
- Fire
- Chemicals
- Moving parts of machinery
- Work at height
- Ejection of materials
- Pressure systems
- Vehicles
- Electricity
- Dust
- Fume
- Manual handling
- Noise
- Poor lighting
- Low temp.
- Violence

#### **4. SITE SPECIFIC HEALTH AND SAFETY REQUIREMENTS BASED ON PROJECT SCOPE.**

1. The principal contractor and all his appointed contractors shall be registered with an appropriate Compensation Commissioner or similar insurer and have available a valid letter of good standing at all times.
2. Ensure SHE file submitted before work commences to SANBI OHS division for evaluation.
3. Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
4. All employees under his control undergo company specific induction and SANBI induction.
5. Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
6. Ensure employees are trained on company procedures, policies, method statements and informed of SHE requirements as per the specification.
7. Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
8. Ensure that you have signed the 37 (2) Agreement before any work commences and copy kept on their SHE file.
9. Ensure that 37(2) Agreement(s) are signed between yourself and any other sub-contractor which you may appoint.
10. Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
11. Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
12. Ensure the safety of employees who are taking legal medication.
13. Must hand over a consolidated SHE file at the end of the contract.

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14. Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
  15. Investigate all incidents and report to SANBI and ensure all reportable incidents as per the legislative requirement are complied with.
  16. Ensure work is supervised by competent personnel and that work is done by competent employees.
  17. Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
  18. Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
  19. Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
  20. Ensure first aid kit is made available in case of any emergency.
  21. Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
  22. Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
  23. Stop any work from being executed which is not in accordance with the rules for the site or which poses a threat to the health and safety of persons.
  24. Service provider will be required to have health and safety policy on his SHE file
25. The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid
26. No fires or open flames are allowed on site unless directly used for construction purposes, e.g. acetylene blowtorch.
27. The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
28. All employees must be provided with PPEs relevant to the hazard associated with task.
29. All employees shall, as a minimum, will be required to wear the following personal protective equipment for the duration of the contract on any of SANBI projects:
- Protective overalls;
  - Protective footwear;
  - Protective headwear; and
  - Eye, face and ear protection.
30. A pre-emptive risk assessment will be required for any work to be carried out above **two metres** from the ground or any floor level. This work will be classified as “work in elevated positions”.
31. As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
32. Prohibition signage must be displayed where work is performed.

## **5. WASTE MANAGEMENT**

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The following requirements shall be incorporated into the waste management plan

**Solid Waste:**

- Littering on site and the surrounding areas is prohibited.
- Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- All bins must be cleaned of litter regularly.
- All waste removed from site must be disposed at a municipal/permited waste disposal site.
- Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- Waste must be recycled wherever possible.

**Hazardous Waste:**

- No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for. The service provider must maintain a hazardous material register.

**7. General competence requirement**

The Service provider shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences. The service provider shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes

Prepared by: OHS Division  
15 September 2018

# Issue based Risk Assessment

Construction

Centre Kwelera

## STEP 1.

Operation

Construction: Removal old fence and re-fencing of Kwelera  
NBG

Activity/Task/Tool

Construction

Rev.2019

| Ref No. | SPECIFIC TASK / ACTIVITY STEPS      | IDENTIFIED POTENTIAL HAZARDS                                                                                                                               | RISK                        | CLASS | RISK RANKING |             |             | RISK CONTROL MEASURES <ul style="list-style-type: none"><li>Hierarchy of Control – Elimination, Substitution, Isolation, Engineering, Administration, Personal Protection.</li><li>Additional information can be attached. Written Safe Work Procedure (WSWP)</li></ul> | RESIDUAL RISK |             |               |  |
|---------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------|--------------|-------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|---------------|--|
|         |                                     |                                                                                                                                                            |                             | S     | Likelihood   | Consequence | Risk Rating |                                                                                                                                                                                                                                                                         | Likelihood    | Consequence | Residual Risk |  |
|         |                                     |                                                                                                                                                            |                             | H     |              |             |             |                                                                                                                                                                                                                                                                         |               |             |               |  |
|         |                                     |                                                                                                                                                            |                             | E     |              |             |             |                                                                                                                                                                                                                                                                         |               |             |               |  |
| 1.      | Removal of old fence and re-fencing | Tools, equipment, Environment<br>Fire<br>Chemicals<br>Moving parts of machinery<br>Work at height<br>Ejection of materials<br>Pressure systems<br>Vehicles | Slipping / tripping hazards | S,H,E | 4            | 4           | 16          | Training, Toolbox talk, daily risk assessment and WSWP                                                                                                                                                                                                                  | 2             | 3           | 6             |  |
| 2.      | Ladders                             | Ladder/scaffolding                                                                                                                                         | Trip & fall injuries        | S     | 4            | 5           | 20          | Training and WSWP/BOP                                                                                                                                                                                                                                                   | 2             | 3           | 6             |  |
|         |                                     |                                                                                                                                                            |                             |       |              |             |             |                                                                                                                                                                                                                                                                         |               |             |               |  |
| 3.      | Spade /shovel and picks             | Sharp edge                                                                                                                                                 | Cut injury                  | S     | 4            | 3           | 12          | WSWP,PPE                                                                                                                                                                                                                                                                | 2             | 2           | 4             |  |
|         |                                     |                                                                                                                                                            |                             |       |              |             |             |                                                                                                                                                                                                                                                                         |               |             |               |  |
| 4.      | Trowel                              | Sharp edges                                                                                                                                                | Cut injury                  | S     | 3            | 4           | 12          | WSWP/BOP,PPE                                                                                                                                                                                                                                                            | 2             | 2           | 4             |  |
|         |                                     |                                                                                                                                                            |                             |       |              |             |             |                                                                                                                                                                                                                                                                         |               |             |               |  |
| 5.      | Wheelbarrow                         | Overload                                                                                                                                                   | Trip and fall               | S     | 3            | 3           | 9           | WSWP, PPE                                                                                                                                                                                                                                                               | 2             | 3           | 6             |  |

|    |         |          |                      |   |   |   |    |                     |   |   |   |
|----|---------|----------|----------------------|---|---|---|----|---------------------|---|---|---|
|    |         |          | injury               |   |   |   |    |                     |   |   |   |
|    |         | Wait     | Muscle injury        | S | 3 | 3 | 9  | WSWP, PPE           | 2 | 3 | 6 |
| 6. | Trolley | Overload | Trip and fall injury | S | 3 | 3 | 9  | Training. WSWP, PPE | 2 | 2 | 4 |
|    |         | Wait     | Weight               | S | 3 | 3 | 9  | Training, WSWP      |   |   |   |
| 7. | Tractor | Noise    | Hearing loss         | H | 3 | 4 | 12 | PPE, WSWP           | 2 | 2 | 4 |
|    |         | Smoke    | Inhalation           | H | 3 | 4 | 12 | PPE, WSWP           | 2 | 2 | 4 |
| 8  | LDV     | Vehicle  | Fall injuries        | S | 4 | 4 | 16 | Safety Belts, WSWP  | 2 | 2 | 4 |
| 9  | Trucks  | Goods    | Cut injuries         | S | 3 | 4 | 12 | WSWP, Training      | 2 | 2 | 4 |
|    |         | Smoke    | Inhalation           | H | 3 | 3 | 9  | PPE                 | 2 | 2 | 4 |
|    |         | Vehicle  | Fall injuries        | S | 3 | 4 | 12 | WSWP                | 2 | 2 | 4 |

#### RISK CALCULATOR (Risk Rating = Consequences x Likelihood)

| LIKELIHOOD         | CONSEQUENCE       |           |              |           |                  |
|--------------------|-------------------|-----------|--------------|-----------|------------------|
|                    | Insignificant (1) | Minor (2) | Moderate (3) | Major (4) | Catastrophic (5) |
| Almost Certain (5) | M (11)            | H (13)    | E (20)       | E (23)    | E (25)           |
| Likely (4)         | M (7)             | H (12)    | H (17)       | E (21)    | E (24)           |
| Possible (3)       | L (4)             | M (8)     | H (16)       | E (18)    | E (22)           |
| Unlikely (2)       | L (2)             | L (5)     | M (9)        | H (15)    | E (19)           |
| Rare (1)           | L (1)             | L (3)     | M (6)        | M (10)    | H (14)           |

| STEP | QUICK GUIDE OF WHAT TO DO                                                                                                                                                   | MORE DETAILED INFORMATION ON EACH PROJECT/TASK RISK ASSESSMENT STEP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Complete a description of the <u>Activity / Task</u>                                                                                                                        | <ul style="list-style-type: none"> <li>At the top of the risk assessment record the task name, a brief description of the task, and the relevant work area and section. Keep as simple as possible, but with enough information to identify the task.</li> <li>If the Risk Assessment is being used to develop a Safe Work Procedure (WSWP), the risk assessment task name should correspond with the title of the WSWP.</li> </ul>                                                                                                                                                                                                                                                        |
| 2.   | Detail specific <u>task steps</u>                                                                                                                                           | <ul style="list-style-type: none"> <li>In the first column "Ref No." write the step no. starting from 1. Up until however many steps/tasks there are in the task. If applicable, these should align with any associated WSWP to enable cross referencing.</li> <li>List each of the specific tasks, activities and/or steps associated with the activity/task that will be undertaken.</li> </ul>                                                                                                                                                                                                                                                                                          |
| 3.   | <u>Identify potential Hazards</u> for each Task/Activity in Step 2. <ul style="list-style-type: none"> <li>Use <i>Hazard Prompt Sheet</i> (Appendix 2) for help.</li> </ul> | <ul style="list-style-type: none"> <li>In the column next to listed tasks/activities, identify all potential hazards relevant to each item. Record each hazard on a separate line.</li> <li>A common mistake is to refer to a hazard as the actual harm or the health effects it caused rather than the hazard. E.g. If the task was hosing down an area, the hazard is the wet floor not the potential harm caused e.g. fall / cut knee.</li> <li>If no hazards are found for a task/step or the risk has been addressed in a previous hazard, the task still needs to be listed to show it has been considered, and to keep the steps/tasks in line with any associated WSWP.</li> </ul> |
| 4.   | Evaluate the possible <u>Consequence</u> of the Hazard <ul style="list-style-type: none"> <li>Use Risk Calculator above</li> </ul>                                          | Simply put if someone was exposed to the hazard, what would be the reasonable consequence? It is not always the "worst" case scenario; e.g. if you fell 1m off a ladder you could be killed as an extreme (e.g. land on your head), but the most likely consequence would be you might sprain your wrist or break a leg. Therefore the consequence is more likely to be moderate rather than catastrophic.                                                                                                                                                                                                                                                                                 |
| 5.   | Evaluate the <u>Likelihood</u> of that                                                                                                                                      | Ask yourself will it ever happen; if so what factors are needed for it to happen, and how often would those factors be around. Then ask yourself what you think the reasonable frequency would be, before determining the Likelihood.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Consequence<br>▪ Use Risk Calculator above                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.  | Determine <u>Risk Ratings</u> of hazards<br>▪ Use Risk Calculator above | <ul style="list-style-type: none"> <li>▪ Determine each hazard's risk rating by intersecting the "Consequence" and "Likelihood" levels on the Risk Calculator table.</li> <li>▪ For more detailed information on determining risk levels, refer to the Risk Matrix.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.  | Identify <u>Controls</u> to reduce hazard risk                          | <ul style="list-style-type: none"> <li>▪ Control measures need to reduce hazard risk ratings to an acceptable level if the current risk level is unacceptable; aim for a low risk.</li> <li>▪ Apply the Hierarchy of Control when determining control measures.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.  | Evaluate the <u>Residual Risk</u> (risk rating with controls in place)  | <ul style="list-style-type: none"> <li>▪ After control measures have been identified, you need to reassess each hazards risk rating to determine what the remaining risk would be with the controls in place from Step 7 (follow the principles in Steps 4 &amp; 5 above).</li> <li>▪ The aim is to achieve a Low Risk; if not achieved review controls again and/or ask for help.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9.  | Determine <u>highest remaining residual risk</u>                        | <ul style="list-style-type: none"> <li>▪ If the highest residual risk on the risk assessment is a Low Risk, or a Moderate Risk the task/project can commence once all control measures are in place and the risk assessment has been reviewed and approved.</li> <li>▪ If a High or Extreme risk still remains, then the task/project must not commence and further review must be undertaken involving the Budget Centre manager/ Senior Management Team such as SHEQ (an Elected Safety Representative should also be involved).<br/><i>Exemption: In exceptional circumstances, if the "Ext" or "High" risk rating does not apply to personal injury or environmental damage (e.g. potential for property damage only), and the Centre manager/R. Supervisor in consultation with the DD OHS believe it is an acceptable risk for the Company, the task may be approved. This does not apply for Personal injury or Environmental risks; an "M" (Moderate) risk is the highest ranking allowable.</i></li> </ul> |
| 10. | <u>Approval / WSWP development</u>                                      | <ul style="list-style-type: none"> <li>▪ Once the risk assessment is complete, all participants should record their name at the bottom of the sheet, document any consultation that was had (e.g. tabled at SHE Committee) and the Centre manager / R forester or delegate should sign off the task for approval.</li> <li>▪ Specify if a safe work procedure (SWP) is required to be developed (e.g. for routine / regular tasks). If yes, this should be done in accordance with the Minimum Standard - Safe Work Procedure Development.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11. | <u>Sign on / off</u>                                                    | <ul style="list-style-type: none"> <li>▪ All persons involved in a project/task must acknowledge they have read and understood a risk assessment and agree to comply with all steps and control measures.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12. | Document <u>Actioners</u>                                               | <ul style="list-style-type: none"> <li>▪ Reference the initials of the person responsible for ensuring a particular control is implemented before progressing with the task/project.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## **C4.3 Environmental Management Programme**

# ENVIRONMENTAL MANAGEMENT PROGRAMME

## PROPOSED INFRASTRUCTURE DEVELOPMENTS IN SANBI'S KWELERA NATIONAL BOTANICAL GARDEN

DEA Ref. No.: 14/12/16/3/3/1/2002

Prepared for:



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# 1 INTRODUCTION

## 1.1 Objectives of an EMPr

The Environmental Management Programme (EMPr) has been compiled to provide recommendations and guidelines according to which compliance monitoring can be done during the construction and operation of the proposed South African National Botanical Garden (SANBI) Kwelera National Botanical Garden (KwNBG) on a 160ha and 10ha portions of land in the Kwelera area in the Eastern Cape (Figure 1.1). The purpose of the EMPr is to provide specifications for "good environmental practice" for application during all the phases of development.



**Figure 1.1: Locality of the proposed development.**

This EMPr informs all relevant parties (the Project Coordinator, the Contractor(s) and all other staff employed at the site) as to their duties in the fulfilment of the legal requirements for the construction and operation of the KwNBG with particular reference to the prevention and mitigation of anticipated potential environmental impacts.

The objectives of an EMPr are to:

- Ensure compliance with regulatory authority stipulations and guidelines which may be local, provincial, national and/or international.
- Ensure that there is sufficient allocation of resources on the project budget so that the scale of EMPr-related activities is consistent with the significance of project impacts.
- Verify environmental performance through information on impacts as they occur.
- Respond to unforeseen events.
- Provide feedback for continual improvement in environmental performance.

- Identify a range of mitigation measures which could reduce and mitigate the potential impacts to minimal or insignificant levels.
- Detail specific actions deemed necessary to assist in mitigating the environmental impact of the development.
- Identify measures that could optimize beneficial impacts.
- Create management structures that address the concerns and complaints of I&APs with regards to the development.
- Establish a method of monitoring and auditing environmental management practices during all phases of the activity.
- Ensure that safety recommendations are complied with.
- Specify time periods within which the measures contemplated in the final environmental management programme must be implemented, where appropriate.

## **1.2 Structure and Function of an EMPr**

An EMPr is focused on sound environmental management practices, which will be undertaken to minimise adverse impacts on the environment through the lifetime of a development. In addition, an EMPr identifies what measures will be in place or will be actioned to manage any incidents and emergencies that may occur during operation of the facility.

As such the EMPr provides specifications that must be adhered to, in order to minimise adverse environmental impacts associated with all phases of development. The content of the EMPr is consistent with the requirements as set out in Appendix 4 of the EIA regulations 2014 (amended 2017) stated below, for the planning and design, construction and operation phases.

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (a) Details of –
  - (i) The EAP who prepared the environmental management programme; and
  - (ii) The expertise of the EAP to prepare an environmental management programme, including a curriculum vitae;
- (b) A detailed description of the aspects of the activity that are covered by the draft environmental management programme as identified by the project description;
- (c) A map at an appropriate scale which superimposes the proposed activity, its associated structures, and infrastructure on the environmental sensitivities of the preferred site, indicating any areas that should be avoided, including buffers;
- (d) A description of the impact management outcomes, including management statements, identifying the impacts and risks that need to be avoided, managed and mitigated as identified through the environmental impact assessment process for all phases of the development including –
  - (i) Planning and design;
  - (ii) Pre-construction activities;
  - (iii) Construction activities;
  - (iv) Rehabilitation of the environment after construction and where applicable post closure; and
  - (v) where relevant, operation activities;
- (f) a description of proposed impact management actions, identifying the manner in which the impact management outcomes contemplated in paragraphs (d) will be achieved, and must, where applicable include actions to –
  - a. Avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation;
  - b. Comply with any prescribed environmental management standards or practices;
  - c. Comply with any applicable provisions of the Act regarding closure, where applicable;
  - d. Comply with any provisions of the Act regarding financial provisions for rehabilitation,

where applicable;

- (g) The method of monitoring the implementation of the impact management actions contemplated in paragraph (f);
- (h) The frequency of monitoring the implementation of the impact management actions contemplated in (f);
- (i) An indication of the persons who will be responsible for the implementation of the impact management actions;
- (j) The time periods within which the impact management actions contemplated in paragraph (f) must be implemented;
- (k) The mechanism for monitoring compliance with the impact management actions contemplated in paragraph (f);
- (l) A program for reporting on compliance, taking into account the requirement as prescribed by the regulations;
- (m) An environmental awareness plan describing the manner in which –
  - a. The applicant intends to inform his or her employees of any environmental risk which may result from their work; and
  - b. Risks must be dealt with in order to avoid pollution or the degradation of the environment; and
- (n) Any specific information that may be required by the competent authority.

### 1.3 Legal requirements

The Contractor must identify and comply with all South African national and provincial environmental legislation, including associated regulations and all local by-laws relevant to the project. Key legislation currently applicable to the construction and implementation phases of the project must be complied with. The list of applicable legislation provided below is intended to serve as a guideline only and is not exhaustive:-

- The Constitution of the Republic of South Africa Act (No. 108 of 1996).
- National Environmental Management Act (No. 107 of 1998).
- National Environmental Management: Protected Areas Act (No. 57 of 2003).
- National Environmental Management: Biodiversity Act (No. 10 of 2004).
- National Water Act (No. 36 of 1998).
- Hazardous Substances Act (No. 15 of 1973).
- National Heritage Resources Act (No. 25 of 1999).
- National Environmental Management: Waste Management Act (No. 59 of 2008).
- Occupational Health and Safety Act (No. 85 of 1993).
- National Environmental Management: Air Quality Act (No. 39 of 2004).
- National Dust Control Regulations (GN R.827) of the National Environmental Management: Air Quality Act (No.39 of 2004).
- All relevant provincial legislation, municipal by-laws and ordinances.

## 2 DETAILS OF THE ENVIRONMENTAL ASSESSMENT TEAM

According to APPENDIX 4 of GN R 326, an environmental management programme must include:

- (a) Details of –
  - (i) The EAP who prepared the environmental management programme; and
  - (ii) The expertise of the EAP to prepare an environmental management programme, including a curriculum vitae;

### Environmental Assessment Practitioner (EAP):

CES

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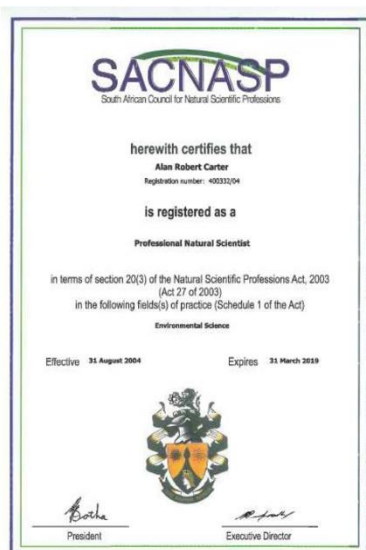
### Project Team:

- Dr Alan Carter
- Ms Jaclyn Smith

**CES** was established in 1990 as a specialist environmental consulting company and has considerable experience in terrestrial, marine and freshwater ecology, the Social Impact Assessment (SIA) process, State of Environment Reporting (SOER), Integrated Waste Management Plans (IWMP), Environmental Management Plans (EMPs), Spatial Development Frameworks (SDF), public participation, as well as the management and co-ordination of all aspects of the Environmental Impact Assessment (EIA) and Strategic Environmental Assessment (SEA) processes.

### Dr Alan Carter

Alan is the executive of the CES East London Office. He holds a PhD in Marine Biology and is a Certified Public Accountant, with extensive training and experience in both financial accounting and environmental science disciplines with international accounting firms in South Africa and the USA. He has 25 years' experience in environmental management and has specialist skills in sanitation, coastal environments and industrial waste. Dr Carter is registered as a Professional Natural Scientist under the South African Council for Natural Scientific Professions (SACNASP). He is also registered as an EAP with the Environmental Assessment Practitioners of South Africa (EAPSA) interim EAP certification body.



### Ms Jaclyn Smith

Jaclyn Smith is an Environmental Consultant holding a BSc degree with majors in Geology and Environmental Science from Rhodes University and a BSc Honours degree in Geology from Nelson Mandela Metropolitan University. Jaclyn's honours thesis focused on the sediment disturbance depth over two beaches in Port Elizabeth. Jaclyn has over five years' experience as an environmental consultant and has undertaken various Environmental Impact Studies and Environmental Management Plans.

### 3 PROPOSED ACTIVITY

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (b) A detailed description of the aspects of the activity that are covered by the draft environmental management programme as identified by the project description;
- (c) A map at an appropriate scale which superimposes the proposed activity, its associated structures, and infrastructure on the environmental sensitivities of the preferred site, indicating any areas that should be avoided, including buffers;

#### 3.1 Description of proposed activity

SANBI are proposing to develop new infrastructure and upgrade existing infrastructure on the two portions of the land that form the KwnNBG. The KwnNBG comprises approximately 160ha of the Kwelera Nature Reserve which will form the 'natural' portion of the KwnNBG and approximately 10ha portion of land adjacent to the 160ha portion of land that will comprise the 'landscaped' portion of the garden.

The infrastructure developments within the 160ha natural portion of the KwnNBG will include the following:

- Upgrading of the gravel ring road;
- Refurbish existing braai stands along the coast;
- Replacement of post and rail pole fence sections of the ring road;
- Introduce benches at the current braai area spots;
- Upgrade the KwnNBG fence in strategic areas where it borders adjacent farms and Kwelera village;
- Include a traffic control boom or bollards towards the back of the gravel road to reduce traffic flow around the KwnNBG;
- Upgrading two existing beach access routes at Sunrise-on-Sea;
- Demolish the old ski boat clubhouse and replace with a new ablution facility (covering a greater footprint) equipped with a ramped walkway and a whale/dolphin-viewing platform above;
- Establish a fire break along the north eastern boundary of the Kwelera village; and
- Introduce a hiking trail through the forest and grassland.

The infrastructure development on the 10ha landscaped portion of the KwnNBG will include the following (Figure 3.1):

- Entrance gate and visitor centre;
- Administration centre;
- Community/education centre;
- Coffee shop/restaurant;
- Garden nursery and workshop;
- Staff accommodation;
- Seed bank facility;
- Library;
- Herbarium;
- Public parking; and
- Landscaped garden with associated plants and infrastructure.

Two alternatives have been proposed in the Basic Assessment Report (BAR) for the KwnNBG and they relate to different infrastructure developments in the 160ha natural portion of the KwnNBG.

The **preferred layout Alternative 1** (Figure 3.2) involves the upgrading of existing infrastructure within the 160ha natural portion of the KwNGB (difference in infrastructure highlighted in *italics*):

- Upgrading of the gravel ring road;
- *Refurbish existing braai stands along the coast;*
- Replacement of post & rail pole fence sections of the ring road;
- *Introduce benches at the current braai area spots;*
- Upgrade the KwNGB fence in strategic areas where it borders adjacent farms (including the ClearVu boundary fence around the 10ha landscaped portion of the KwNGB) and Kwelera village. The ClearVu boundary fence will follow the existing fenceline around the 10ha landscaped portion of the KwNGB and it will be adjacent to the existing vegetated fenceline along the DR02731 where possible;
- Include traffic control boom or bollards towards the back of the gravel road to reduce traffic flow around the reserve;
- Upgrading two existing beach access routes at Sunrise-on-Sea;
- Demolish the old ski boat clubhouse and replace with a new ablution facility (covering a greater footprint) equipped with a ramped walkway and a whale/dolphin-viewing platform above;
- Establish a fire break along the north eastern boundary of the Kwelera village; and
- Introduce a hiking trail through the forest and grassland.

The preferred layout alternative was designed following the public participation process.

The **layout Alternative 2** (Figure 3.3) involves the upgrading of existing and development of new infrastructure in the natural portion of the KwNGB (difference in infrastructure highlighted in *italics* below):

- Upgrading of the gravel ring road;
- *Demolish existing braai stands along the coast;*
- *Construct new centralised braai area;*
- *Establish new picnic spots;*
- *Construct new viewing platform along the point of the KwNGB;*
- *Construct new trail to Magoza peak;*
- Replacement of post & rail pole fence sections of the ring road;
- Upgrade the KwNGB fence in strategic areas where it borders adjacent farms (including the ClearVu boundary fence around the 10ha landscaped portion of the KwNGB) and Kwelera village. The ClearVu boundary fence will follow the existing fenceline around the 10ha landscaped portion of the KwNGB and it will be adjacent to the existing vegetated fenceline along the DR02731 where possible;
- Include traffic control boom or bollards towards the back of the gravel road to reduce traffic flow around the reserve;
- Upgrading two existing beach access routes at Sunrise-on-Sea;
- Demolish the old ski boat clubhouse and replace with a new ablution facility (covering a greater footprint) equipped with a ramped walkway and a whale/dolphin-viewing platform above;
- Establish a fire break along the north eastern boundary of the Kwelera village; and
- Introduce a hiking trail through the forest and grassland.

A sensitivity map of the KwNGB is included in Appendix C.



Figure 3.1 Preliminary layout of the 10 ha landscaped portion of the KwNBBG.



**Figure 3.2: Preferred layout Alternative 1 of the proposed KwNBG.**



Figure 3.3: Alternative 2 of the proposed KwnBG.

## **4 SCOPE OF THE EMPr**

In order to ensure a holistic approach to the management of environmental impacts during the planning and design, construction and operation of the development this EMPr sets out the methods by which proper environmental controls are to be implemented by the Applicant's Project Manager and/or the Contractor as well as all other parties involved.

The EMPr is a dynamic document subject to influences and changes as are wrought by variations to the provisions of the project specification.

### **4.1 Layout of the EMPr**

The EMPr is divided into three phases of development. Each phase has specific issues unique to that period of the planning and design, construction and operation of the development. The impacts are identified and given a brief description. The phases of the development are identified as below:

#### ***4.1.1 Planning and design phase***

This section of the EMPr provides management principles for the planning and design phase of the project. Planning, procedures and responsibilities as required during the planning and design phase are specified.

#### ***4.1.2 Construction phase***

This section of the EMPr provides management principles for the construction phase of the project. Environmental actions, procedures and responsibilities as required during the construction phase are specified. These specifications will form part of the contract documentation and therefore the Contractor will be required to comply with these specifications to the satisfaction of the Applicant's Project Manager and the Environmental Control Officer (ECO).

#### ***4.1.3 Operational and maintenance phase***

This section of the EMPr provides management principles for the operation and maintenance phase of the project. Environmental actions, procedures and responsibilities as required during the operation and maintenance phase are specified.

## 5 MITIGATION AND/OR MANAGEMENT MEASURES

According to APPENDIX 4 of GN R 326, an environmental management programme must include:

- (d) A description of the impact management outcomes, including management statements, identifying the impacts and risks that need to be avoided, managed and mitigated as identified through the environmental impact assessment process for all phases of the development including–
  - (i) Planning and design;
  - (ii) Pre-construction activities;
  - (iii) Construction activities;
  - (iv) Rehabilitation of the environment after construction and where applicable post closure; and
  - (v) where relevant, operation activities;
- (f) A description of proposed impact management actions, identifying the manner in which the impact management outcomes contemplated in paragraphs (d) will be achieved, and must, where applicable include actions to –
  - (i) Avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation;
  - (ii) Comply with any prescribed environmental management standards or practices;
  - (iii) Comply with any applicable provisions of the Act regarding closure, where applicable;
  - (iv) Comply with any provisions of the Act regarding financial provisions for rehabilitation, where applicable;

A variety of potential impacts are associated with the planning and design phase, the construction phase and the operational phase of this project. This section focuses on the mitigation measures associated with each project phase in order to reduce negative impacts.

**Table 5.1: Issues and Mitigation Measures associated with the development.**

| Issue                                                         | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Planning and Design Phase</i>                              |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Compliance with relevant environmental legislation and policy | All         | <ul style="list-style-type: none"> <li>All relevant legislation and policy must be consulted and the proponent must ensure that the project is compliant with such legislation and policy.</li> <li>These should include (but are not restricted to): NEMA, Eastern Cape Biodiversity Conservation Plan (ECBCP), Local Municipal bylaws.</li> <li>All relevant permits and authorisations including Water Use Licences must be in place prior to commencement of construction.</li> </ul>                                                                                                                                                            |
| Stormwater management                                         | All         | <ul style="list-style-type: none"> <li>An appropriate stormwater structures must be designed to minimise erosion and sedimentation of watercourses.</li> <li>Pervious surfaces should be used for the parking lot, roads and footpaths where possible to promote infiltration and reduce concentrated runoff.</li> <li>A stormwater management plan must be developed and all stormwater structures must be designed in line with DWS requirements.</li> <li>Impermeable bunded areas must be designed to store all oil tanks. These areas must be 110% the volume of the oil storage tanks within them and there must be an outlet valve</li> </ul> |

| Issue                                                        | Alternative                             | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              |                                         | with an oil trap for release of uncontaminated stormwater from the bunded areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Sanitation                                                   | All                                     | <ul style="list-style-type: none"> <li>• Appropriate technology that meets approved technical standards (SABS) should be selected.</li> <li>• Sewage infrastructure including pipelines must be tested for defects and leakages before any trenches are closed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                               |
| Botanical environment –<br><i>Loss of natural vegetation</i> | All + preferred layout<br>Alternative 1 | <ul style="list-style-type: none"> <li>• The layout of the project infrastructure must avoid the unnecessary removal of natural vegetation.</li> <li>• The layout must avoid and minimise the footprint of any infrastructure within the sensitive wetland vegetation and dune forest.</li> <li>• Design of the walkways within the highly sensitive forest areas must be done in such a way that existing paths or open areas are utilised and any vegetation clearing that may be required should, where possible, only involve the trimming or cutting of the vegetation rather than complete removal of any tree or plant</li> </ul> |
|                                                              | Layout<br>Alternative 2                 | <ul style="list-style-type: none"> <li>• The layout of the project infrastructure must avoid the unnecessary removal of natural vegetation.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <i>Loss of plant SCC</i>                                     | All                                     | <ul style="list-style-type: none"> <li>• Walkways and other infrastructure must be designed to avoid the plant SCC as far as possible.</li> <li>• All affected plant SCC must be relocated to outside the construction footprint prior to commencement of activities.</li> <li>• A plant rescue and protection plan must be developed and implemented by a vegetation specialist prior to construction.</li> <li>• The relevant permits must be obtained from the competent authority in order to remove any SCC.</li> </ul>                                                                                                             |
| <i>Invasion of alien plant species</i>                       | All                                     | <ul style="list-style-type: none"> <li>• An Alien Vegetation Management Plan must be developed to reduce the risk of establishment and spread of undesirable alien plant species.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <i>Dune stability</i>                                        | All                                     | <ul style="list-style-type: none"> <li>• All infrastructure and walkways should be designed in such a way so as to minimise the amount of vegetation clearance required.</li> <li>• All infrastructure and walkways should be designed on flat areas or gentle slopes as far as possible.</li> <li>• A Maintenance Management Plan for all infrastructure and walkways must be developed.</li> <li>• The appropriate materials must be used for the walkways</li> <li>• Woodchip and crushed sandstone may be appropriate for light traffic while board and chain access ways may be more appropriate for heavier traffic.</li> </ul>    |
| Wetland environment -<br><i>Scheduling of construction</i>   | All                                     | <ul style="list-style-type: none"> <li>• Wherever possible, construction activities within the 10ha landscaped portion of the KWNBG should be undertaken during the driest part of the year to minimize sedimentation of the wetlands.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>Stormwater management</i>                                 |                                         | <ul style="list-style-type: none"> <li>• Appropriate stormwater structures must be designed to minimise erosion and sedimentation of the wetlands.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Invasion of alien species</i>                             |                                         | <ul style="list-style-type: none"> <li>• An Alien Vegetation Management Plan must be developed to reduce the establishment and spread of undesirable alien plant species within the wetland areas in the 10ha landscaped portion of the KWNBG.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                |

| <b>Issue</b>                                                  | <b>Alternative</b> | <b>Mitigation measure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Placement and design of infrastructure around wetlands</i> |                    | <ul style="list-style-type: none"> <li>• This must be implemented and monitored by an ECO during the construction phase.</li> <li>• Design of infrastructure must take into account the location of the wetlands and not encroach into wetland areas.</li> <li>• It is recommended that as far as possible no infrastructure be placed within 5 – 10 m of a wetland.</li> <li>• Should infrastructure be placed within or within close proximity to the wetland, a Water Use Licence/General Authorisation must be obtained from DWS prior to any construction activities within the wetland</li> </ul>     |
| General and hazardous waste management                        | All                | <ul style="list-style-type: none"> <li>• A proper waste management plan for handling onsite waste must be developed and implemented.</li> <li>• An appropriate area must be identified where waste can be stored before disposal.</li> <li>• The temporary storage facility/service yard must comply with the Norms and Standards for the Storage of Waste (2013).</li> </ul>                                                                                                                                                                                                                               |
| Visual                                                        | All                | <ul style="list-style-type: none"> <li>• An Independent Environmental Control Officer (ECO) must assist in the sighting of development.</li> <li>• For the buildings, building heights should preferably be restricted to double storey, at most, and tucked into the landscape.</li> <li>• Architectural guidelines must be formulated with a view to blending buildings into the landscape through selection of specific materials and colours. Natural materials should be adopted if possible (e.g. stone, wood, etc.) and roof and wall colours must be natural (greens, browns and greys).</li> </ul> |
| Traffic                                                       | All                | <ul style="list-style-type: none"> <li>• Appropriate planning should take place for the increase traffic to the development during the construction and operation phase including traffic calming measures and relevant traffic safety measures (flagmen and temporary speed bumps during the construction phase).</li> <li>• All recommendations in the Traffic Impact Assessment.</li> <li>• A transportation and traffic management plan must be developed by the Contractor prior to construction.</li> </ul>                                                                                           |
| On-site fire risk                                             | All                | <ul style="list-style-type: none"> <li>• An Emergency Preparedness Plan must be in place for both the construction and operational phases and before these phases commence.</li> <li>• SANBI must plan for and put measures in place to prevent and deal with fires including the provision of firefighting equipment and the establishment of fire breaks.</li> </ul>                                                                                                                                                                                                                                      |
| Health, safety and crime                                      | All                | <ul style="list-style-type: none"> <li>• A health and safety plan in terms of the Occupational Health and Safety Act (Act No 85 of 1993) must be drawn up to ensure workers safety.</li> <li>• A transportation plan must be developed by the Contractor prior to construction.</li> </ul>                                                                                                                                                                                                                                                                                                                  |
| <b>Construction Phase</b>                                     |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Compliance                                                    | All                | <ul style="list-style-type: none"> <li>• During the construction phase the developer must employ</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Issue                                                        | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| with relevant environmental legislation and policy           |             | an independent Environmental Control Officer (ECO) for the duration of the construction phase to audit the contractor's compliance with the specifications in the EA, EMPr, Water Use Licences, plant removal permits and any other additional permits/authorisations.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Stormwater management                                        | All         | <ul style="list-style-type: none"> <li>• The construction site must be managed in a manner that prevents pollution to downstream watercourses or groundwater, due to suspended solids, silt or chemical pollutants.</li> <li>• Berms and swathes must be placed in areas that may be prone to erosion.</li> <li>• Temporary cut-off drains and berms may be required to capture storm water and promote infiltration.</li> <li>• The construction site must be managed in a manner that prevents pollution to downstream watercourses or groundwater, due to suspended solids, silt or chemical pollutants.</li> <li>• The project area must be monitored by an ECO on a regular basis during construction.</li> </ul> |
| Sanitation                                                   | All         | <ul style="list-style-type: none"> <li>• Adequate sanitary facilities must be provided for construction workers.</li> <li>• The facilities must be regularly serviced to reduce the risk of surface or groundwater pollution.</li> <li>• Sanitation facilities must not be located within 50 metres of any watercourse.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     |
| Botanical environment –<br><i>Loss of natural vegetation</i> | All         | <ul style="list-style-type: none"> <li>• The construction footprint must be surveyed and demarcated prior to construction commencing.</li> <li>• No construction activities must be allowed outside the demarcated footprint.</li> <li>• Where vegetation has been cleared, site rehabilitation in terms of soil stabilisation and vegetation must be undertaken.</li> <li>• A re-vegetation and rehabilitation plan must be developed by the Contractor in consultation with the ECO for implementation for disturbed areas.</li> </ul>                                                                                                                                                                               |
| <i>Handling of topsoil</i>                                   |             | <ul style="list-style-type: none"> <li>• Topsoil must be separated from the subsoil during stockpiling.</li> <li>• The first 150-200mm of soil is generally classified as topsoil. This must be removed and stockpiled separately to the remaining subsoil.</li> <li>• Landscape the impacted areas with 150-200mm of topsoil on top of subsoil during rehabilitation.</li> <li>• Topsoil must not be stockpiled higher than 2m or for longer than 1 year.</li> </ul>                                                                                                                                                                                                                                                  |
| <i>Loss of plant SCC</i>                                     |             | <ul style="list-style-type: none"> <li>• All areas that will be impacted must be surveyed by a suitably qualified botanist/ecologist prior to topsoil removal in order to locate and rescue any SCC within the area and</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Issue                                             | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   |             | <p>relocate them. Refer to list of plant SCC in Table 5.7 of the Botanical and Wetland Report.</p> <ul style="list-style-type: none"> <li>• Search and rescue must be undertaken by a professional and qualified botanist.</li> <li>• The contractor's staff must not poach or trap wild animals.</li> <li>• The contractor's staff must not be allowed to harvest any natural vegetation.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                 |
| <i>Control of alien species</i>                   |             | <ul style="list-style-type: none"> <li>• An Alien Vegetation Management Plan must be developed and implemented during the construction phase to reduce the establishment and spread of undesirable alien plant species.</li> <li>• Alien plants must be removed from the site through appropriate methods such as hand pulling, application of chemicals, cutting, etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>Dune stability</i>                             |             | <ul style="list-style-type: none"> <li>• All vegetation clearance must be kept to the project footprint.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <i>Rehabilitation of disturbed areas</i>          |             | <ul style="list-style-type: none"> <li>• All temporarily impacted areas must be rehabilitated with indigenous vegetation as soon as construction in the particular area or phase of work is complete, i.e. rehabilitation is on-going throughout construction as phases have been completed. Restoration must be conducted as per a Rehabilitation Management Plan.</li> <li>• Only topsoil from the development site, which has been appropriately stored, must be used for rehabilitation.</li> </ul>                                                                                                                                                                                                                                                                               |
| <i>Wetland environment – Material stockpiling</i> | All         | <ul style="list-style-type: none"> <li>• No construction material must be stored within 50 m of the wetlands.</li> <li>• Stockpiles within 100 m of wetlands must be monitored for erosion and mobilisation of materials towards wetlands. If this is noted by an ECO, suitable cut-off drains or berms must be placed between the stockpile area and the wetlands.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>Water quality</i>                              |             | <ul style="list-style-type: none"> <li>• No machinery should be parked overnight within 50 m of a wetland.</li> <li>• All stationary machinery must be equipped with a drip tray to retain any oil leaks.</li> <li>• Chemicals used for construction must be stored safely on bunded surfaces in the construction site camp and not within 50 m of a wetland.</li> <li>• Emergency plans must be in place in case of spillages.</li> <li>• No ablution facilities should be located within 50 m of a wetland.</li> <li>• Chemical toilets must be regularly maintained/ serviced to prevent ground or surface water pollution.</li> <li>• Concrete mixing must not take place within 50 m of a wetland.</li> <li>• All concrete mixing must occur on impermeable surfaces.</li> </ul> |
| <i>Stormwater management</i>                      |             | <ul style="list-style-type: none"> <li>• An Erosion and Sediment Management Plan must be developed to minimize the ingress of sediment-laden stormwater into the wetlands.</li> <li>• Stormwater must be managed in such a manner that excess stormwater runoff does not enter the wetlands.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <i>Control of alien</i>                           |             | <ul style="list-style-type: none"> <li>• An Alien Management Plan must be implemented.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Issue                                 | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>species</i>                        |             | <ul style="list-style-type: none"> <li>• Alien plants must be eradicated from the impacted area.</li> <li>• The project area must be monitored for any new growth of invasive plants until completion of construction.</li> <li>• Short-term monitoring must be conducted for a period of 12 months after construction has been completed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>Destruction of wetland habitat</i> |             | <ul style="list-style-type: none"> <li>• No construction activities or construction vehicles must encroach into wetland areas.</li> <li>• The wetland areas must be demarcated prior to the commencement of any construction activity.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <i>Wetland Rehabilitation</i>         |             | <ul style="list-style-type: none"> <li>• Any erosion features within the wetland habitat that is created during the construction phase needs to be stabilised. This may also include the need to deactivate any erosion headcuts/rills/gullies that may have developed. Compacted soil infill, rock plugs, gabions or any other suitable measures can be used for this purpose.</li> <li>• All foreign sediment washed into the wetland from upslope erosion must be removed with care being taken not to remove or disturbed natural soil profile.</li> <li>• Additional disturbance to the wetlands must be prevented by limiting use of heavy vehicles and personnel during construction and clean up operations.</li> <li>• All exotic/alien plants and weeds that colonise the wetlands and immediate vicinity must be removed and properly disposed of prior to the implementation of rehabilitation measures.</li> <li>• The natural topography of the wetland must be restored to as close as possible to pre-construction conditions ensure natural drainage patterns.</li> <li>• Any unstable/steep banks must be reshaped to stable angles.</li> <li>• If significant soil compaction has occurred, soil may need to be ripped to reduce bulk density of the soil such that vegetation can establish.</li> <li>• If topsoil is used for rehabilitation as a result of erosion, it should be sourced responsibly and legally.</li> <li>• Where re-vegetation is not able to stabilise areas on its own, soft stabilisation interventions should be installed where absolutely necessary and possible and include measures such as: <ul style="list-style-type: none"> <li>- Fibre mats/blankets/nets</li> <li>- Fibre rolls</li> <li>- Fibre bags</li> <li>- Brush or vegetation mattresses.</li> </ul> </li> <li>• Indigenous plants must be used for revegetation of the wetland habitat and should be comprised of locally occurring wetland vegetation similar or identical to that which occupied the area prior to existence.</li> <li>• Temporary erosion protection measures must be removed</li> </ul> |

| Issue                                  | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        |             | <p>once good vegetation cover has been established.</p> <ul style="list-style-type: none"> <li>• Alien vegetation should be removed by hand pulling and not heavy machinery within the wetland.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| General and hazardous waste management | All         | <ul style="list-style-type: none"> <li>• A proper waste management plan for handling onsite waste must be implemented.</li> <li>• All general waste must be disposed of in bins/waste skips labelled "general waste".</li> <li>• There must be sufficient waste bins provided throughout the construction site for collecting waste.</li> <li>• All general waste collected on site must ultimately be disposed of at a licensed general waste disposal site.</li> <li>• No waste must be buried or burned on site.</li> <li>• The temporary waste storage facility/service yard must comply with the Norms and Standards for the Storage of Waste (2013).</li> <li>• All hazardous waste generated on site must be disposed of in impermeable containers/bins that prevent any ingress of rainwater.</li> <li>• These containers/bins must be labelled "hazardous waste".</li> <li>• Any storage containers containing hazardous waste must be placed in bunded containment areas with sealed surfaces.</li> <li>• Spill kits must be available on site to deal with any spillages/leaks.</li> <li>• All hazardous waste must be disposed of at a licensed hazardous landfill site or collected by a licenced service provider.</li> <li>• Proof of receipt of hazardous waste by a licenced service provider must be maintained on the site.</li> </ul> |
| Hazardous substances management        | All         | <ul style="list-style-type: none"> <li>• The storage of potentially hazardous substances must be controlled to reduce the risk of environmental contamination.</li> <li>• A monitoring system must be developed by the Contractor which detects any leakages or spillages of hazardous substances during transportation, use and storage including mitigation measures to prevent and contain any spillages.</li> <li>• Any storage tanks containing hazardous materials (ie fuel, diesel) must be placed in bunded containment areas with sealed surfaces.</li> <li>• All vehicles and machinery must be regularly maintained and in good working order to reduce the risk of contamination of soil and ground water.</li> <li>• Cement and concrete must not be mixed directly on the ground, or during rainfall events when the potential for transport of pollutants to watercourses is the greatest.</li> <li>• Mixed cement/concrete must not be allowed to flow into any watercourses.</li> <li>• Drip trays must be placed under stationary construction</li> </ul>                                                                                                                                                                                                                                                                               |

| Issue                        | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|                              |             | <p>machinery overnight to avoid soil contamination from oil and fuel leaks.</p> <ul style="list-style-type: none"> <li>• The individual(s) that will be handling hazardous materials must be trained to do so.</li> <li>• All hazardous chemicals must be stored properly in a secure, bunded and contained area.</li> <li>• Contaminated soil must either be excavated or treated on-site, depending on the nature and extent of the spill.</li> <li>• The ECO must determine the precise method of treatment of polluted soil. This could involve the application of soil absorbent materials or oil-digestive powders to the contaminated soil.</li> <li>• If a spill occurs on an impermeable surface such as cement or concrete, the surface spill must be contained using oil absorbent materials.</li> <li>• Absorbent materials in the form of a spill kit must be provided on site.</li> <li>• Contaminated remediation materials must be carefully removed from the area of the spill so as to prevent further release of petrochemicals to the environment, and stored in suitable containers until appropriate disposal.</li> </ul> |
| Heritage                     | All         | <ul style="list-style-type: none"> <li>• In the event that any incidental In the event of any incidental archaeological and cultural heritage resources, as defined and protected by the NHRA1999, being identified during the course of development the process described in 'Appendix B: Heritage Protocol for Incidental Finds during the Construction Phase' (included in the Appendix C and D) in the Heritage Impact Assessment Report should be followed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Visual                       | All         | <ul style="list-style-type: none"> <li>• Natural vegetation should be retained where possible, especially along the existing fence line along the road where there is already a "natural screen" that has developed.</li> <li>• Where vegetation has been disturbed, re-vegetation and rehabilitation should be undertaken as soon as possible.</li> <li>• Appropriate directional lighting should be installed which does not produce excessive light.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Noise                        | All         | <ul style="list-style-type: none"> <li>• Activities which include the movement of construction vehicles and the operation of machinery should be restricted to normal working hours (07:00am – 17:00pm).</li> <li>• There must be a complaints register on site for nearby residents to make complaints. These must be addressed and recorded.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Air quality and dust control | All         | <ul style="list-style-type: none"> <li>• During windy periods un-surfaced and un-vegetated areas should be dampened down.</li> <li>• Vegetation should be retained where possible as this will reduce dust travel.</li> <li>• Any complaints or claims emanating from dust issues must be attended to immediately and noted in the complaints register.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Issue                    | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                          |             | <ul style="list-style-type: none"> <li>• A community liaison officer (CLO) should be appointed during the construction phase to facilitate a close working relationship with the Contractor and/or SANBI and the surrounding landowners and general public.</li> <li>• Vehicles and construction plant must be serviced regularly so as to reduce excessive vehicle emissions.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Traffic                  | All         | <ul style="list-style-type: none"> <li>• Local residents should be made aware of the presence of construction vehicles by making use of high-visibility signage.</li> <li>• Road condition should be recorded prior to construction vehicles making use of the roads and any damage caused by construction vehicles should be repaired.</li> <li>• All traffic safety (flagmen) and traffic calming measures should be in place within the site and where traffic enters the main road.</li> <li>• The use of the public road by construction vehicles should take place during quiet times and not peak traffic hours.</li> <li>• Travel through densely populated areas should be reduced as far as possible.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                               |
| On-site fire risk        | All         | <p>In order to reduce the risk of fires:</p> <ul style="list-style-type: none"> <li>• All flammable substances must be stored in dry areas which do not pose an ignition risk to the said substances.</li> <li>• Smoking must not be permitted near flammable substances.</li> <li>• All cooking must be done in demarcated areas that are safe in terms of runaway or uncontrolled fires.</li> <li>• No open fires must be allowed on site.</li> <li>• Fire extinguishers must be available onsite.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Health, safety and crime | All         | <ul style="list-style-type: none"> <li>• Access to the site must be controlled to ensure no unauthorised people enter the premises.</li> <li>• The construction site must be secured in order to reduce the opportunity for criminal activity in the locality of the site.</li> <li>• The site must be monitored on a daily basis by a security guard or company.</li> <li>• There must be a complaints register on site for nearby residents to make complaints.</li> <li>• A health and safety officer must be appointed throughout the construction phase.</li> <li>• Implementation of safety measures, safe work procedures including demarcation of potentially hazardous areas (such as trenches).</li> <li>• A first aid kit must be available on site and the health and safety officer must be trained in first aid.</li> <li>• A record of any health and safety incidents must be kept on site,</li> <li>• Personal Protective Equipment (PPE) must be made available to all workers and must be compulsory.</li> <li>• Adequate signage and warning signs must be erected within</li> </ul> |

| Issue                                                         | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                                                               |             | <p>and surrounding the development.</p> <ul style="list-style-type: none"> <li>• Emergency procedures must be made known to all workers and covered in toolbox talks.</li> <li>• Emergency numbers for the local police, fire department and local municipal must be displayed in a known area on site.</li> </ul>                                                                                                                                                       |
| Conservation and protection                                   | All         | <ul style="list-style-type: none"> <li>• All labourers and site staff need to be made aware of the sensitive environments in which they are working in and/or surrounding by.</li> <li>• An ECO must be appointed throughout the construction phase to ensure mitigation measures are implemented and to ensure compliance with the provisions of the EMPr and EA.</li> <li>• All site personnel must have a basic level of environmental awareness training.</li> </ul> |
| <b>Operation Phase</b>                                        |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Compliance with relevant environmental legislation and policy | All         | <ul style="list-style-type: none"> <li>• The proponent must ensure that operation of the KwnBG is compliant with the relevant legislation and policy.</li> <li>• These should include (but are not restricted to): NEMA, EA, WULA, plant removal permits and any other permits/authorisations.</li> </ul>                                                                                                                                                                |
| Stormwater management                                         | All         | <ul style="list-style-type: none"> <li>• Stormwater management measures such as attenuation structures, channels, etc. must be properly maintained and monitored.</li> <li>• If the stormwater management measures put in place are deemed insufficient, a qualified engineer must be approached to assist with additional storm water attenuation mechanisms and remediation.</li> </ul>                                                                                |
| Sanitation                                                    | All         | <ul style="list-style-type: none"> <li>• Sewage pipelines and the pump station must be properly managed and maintained.</li> <li>• There should be periodic inspections of the sewage systems to identify any system failure which could lead to contamination of the surrounding water bodies.</li> <li>• Any leaks and failures of the sewer system must be fixed immediately and areas rehabilitated as needed.</li> </ul>                                            |
| Botanical environment – <i>Loss of plant SCC</i>              | All         | <ul style="list-style-type: none"> <li>• Vegetation clearing must only take place in the approved project footprint and areas that have been surveyed for potential plant SCC.</li> </ul>                                                                                                                                                                                                                                                                                |
| <i>Control of alien species</i>                               | All         | <ul style="list-style-type: none"> <li>• An Alien Vegetation Management Plan must be implemented during the operational phase to reduce the establishment and spread of undesirable alien plant species.</li> <li>• Alien plants must be removed through appropriate methods such as hand pulling, application of chemicals, cutting, etc. as in accordance to the NEMBA: Alien Invasive Species Regulations.</li> </ul>                                                 |
| <i>Dune stability</i>                                         | All         | <ul style="list-style-type: none"> <li>• SANBI must implement a Maintenance Management Plan which ensures regular monitoring of infrastructure for any</li> </ul>                                                                                                                                                                                                                                                                                                        |

| Issue                                    | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                                          |             | <p>sign of erosion and procedures to take to stop the erosion.</p> <ul style="list-style-type: none"> <li>• Appropriate signage must be erected at the start of any walkways within the dune environment/natural forest indicating that no public must stray from the designated walkway as this may impact on the surrounding dune environment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <i>Rehabilitation of disturbed areas</i> | All         | <ul style="list-style-type: none"> <li>• All cleared areas must be continuously rehabilitated with indigenous vegetation post-construction.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Wetland environment - Stormwater         | All         | <ul style="list-style-type: none"> <li>• Stormwater management structures within the 10ha landscaped portion of the KwNGB must be monitored and maintained throughout the operation phase.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>Wetland Rehabilitation</i>            | All         | <ul style="list-style-type: none"> <li>• Recovery of disturbed areas should be assessed for the first 6 months to assess the success of rehabilitation actions. Any areas that are not progressing satisfactorily must be identified (e.g. on a map) and action must be taken to actively re-vegetate these areas. If natural recovery is progressing well, no further intervention may be required.</li> <li>• The ECO should assess the need / desirability for further monitoring and control after the first 12 months and include any recommendations for further action.</li> <li>• The use of herbicides in invasive alien plant control will require an investigation into the necessity, type to be used, effectiveness and impacts of the agent on aquatic biota (manual removal of alien vegetation should be sufficient).</li> <li>• Any soil erosion in rehabilitated areas must also be addressed through appropriate erosion control measures.</li> </ul> |
| General and hazardous waste management   | All         | <ul style="list-style-type: none"> <li>• A waste management plan must be implemented to ensure appropriate handling, collection, processing and disposal of solid waste. (An adequate backup system for waste management should be in place in case of service delivery strikes).</li> <li>• Reuse, recycling and separation-at-source of waste should be promoted.</li> <li>• If any hazardous waste that is generated on site it must be stored in an impermeable container until such time as it can be disposed at a registered hazardous landfill site or be collected by the appropriate service provider (eg. Enviroserv).</li> <li>• A “clean site policy” must be adopted by all employees.</li> </ul>                                                                                                                                                                                                                                                          |
| Heritage                                 | All         | <ul style="list-style-type: none"> <li>• In the event that any incidental In the event of any incidental archaeological and cultural heritage resources, as defined and protected by the NHRA1999, being identified during the course of development the process described in ‘Appendix B: Heritage Protocol for Incidental Finds during the Construction Phase’ (included in the Appendix C and D) in the Heritage Assessment Report should be followed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Visual                                   | All         | <ul style="list-style-type: none"> <li>• Appropriate lighting should be installed which is shaded and</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

| Issue                    | Alternative | Mitigation measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                          |             | <p>directed.</p> <ul style="list-style-type: none"> <li>Natural vegetation should be retained where possible, especially along the existing fence line along the road where there is already a “natural screen” that has developed.</li> </ul>                                                                                                                                                                                                                                                                                                                          |
| Noise                    | All         | <ul style="list-style-type: none"> <li>All operational activities should be kept to reasonable hours in line with municipal by-laws.</li> <li>A close working relationship must be established and maintained between SANBI and the surrounding landowners and general public</li> </ul>                                                                                                                                                                                                                                                                                |
| Traffic                  | All         | <ul style="list-style-type: none"> <li>Traffic calming measures should be in place along approaching roads.</li> <li>Measures to accommodate pedestrians should be in place and continually enforced.</li> </ul>                                                                                                                                                                                                                                                                                                                                                        |
| On-site fire risk        | All         | <ul style="list-style-type: none"> <li>Fire extinguishers must be placed throughout the site.</li> <li>No smoking or open flame should be permitted on the site.</li> <li>An Emergency Response Plan must be in place and must be known by all employees.</li> <li>Fire breaks must be developed and maintained by SANBI.</li> </ul>                                                                                                                                                                                                                                    |
| Health, safety and crime | All         | <ul style="list-style-type: none"> <li>Crime statistics must be monitored within the KwnBG and appropriate action taken should crime levels increase as a result of the increase of people within the area.</li> <li>A first aid kit must be available on site and the health and safety officer must be trained in first aid.</li> <li>Emergency procedures must be made known to all workers and covered in toolbox talks.</li> <li>Emergency numbers for the local police, fire department and local municipal must be displayed in a known area on site.</li> </ul> |

## 6 ENVIRONMENTAL MONITORING

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (g) The method of monitoring the implementation of the impact management actions contemplated in paragraph (f);
- (h) The frequency of monitoring the implementation of the impact management actions contemplated in (f);

A monitoring programme should be implemented for the duration of the construction and operation of the project. This programme should include:

- Establishing a baseline of pre-construction site conditions validated with photographic evidence.
- Bi-monthly (fortnightly) monitoring during the first month of construction, where after monthly audits will be conducted by an independent ECO for the remainder of the construction phase to ensure compliance with the EMPr conditions, and where necessary make recommendations for corrective action. Compliance monitoring can be conducted randomly and do not require prior arrangement with the Project Manager.
- Compilation of an audit report with a rating of compliance with the EMPr. The ECO must keep a photographic record of the demarcated site and construction area. The Contractor will be held liable for all unnecessary damage to the environment. A register must be kept of all complaints from the community. All complaints / claims must be handled immediately to ensure timeous rectification / payment by the responsible party.
- Compilation of a final audit report after all site construction and rehabilitation is complete. A final report containing a summary of all compliance monitoring during construction will be compiled at the end of construction.

## 7 ROLES AND RESPONSIBILITIES

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (i) An indication of the persons who will be responsible for the implementation of the impact management actions;

### 7.1 Applicant

SANBI is the applicant and will therefore be the entity monitoring the implementation of the EMPr and compliance with the environmental authorisation. However, the Applicant's Project Manager may appoint a Contractor to implement the project and hence implement the proposed mitigation measures documented in this EMPr on their behalf.

The Applicant's Project Manager must:

- Ensure that all third parties who carry out all or part of the Applicant's obligations under the Contract comply with the requirements of this EMPr;
- Be responsible for obtaining any further environmental permits which are required for the design, construction and operation of the development; and
- Ensure that the infrastructure is maintained and functional during the operational phase of the development.

### 7.2 Contractor

The successful Contractor is responsible for:

- The finalisation of the EMPr in terms of methodologies (method statements) which are required to be implemented to achieve the environmental specifications contained herein and the relevant requirements contained in the environmental authorisation, if issued by DEA;
- The overall implementation of the EMPr in accordance with the requirements of the environmental authorisation, if issued by DEA;
- Ensuring that all third parties who carry out all or part of the Contractor's obligations under the Contract comply with the requirements of this EMPr;
- Obtaining any environmental permits which are required for the design, construction and operation of the development.

### 7.3 Environmental Control Officer

For the purposes of implementing the conditions contained herein, the Applicant's Project Manager must appoint an Environmental Control Officer (ECO) for the contract. The ECO will be the responsible person for ensuring that the provisions of the EMPr as well as the conditions of the environmental authorisation are complied with during the construction period. The ECO will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The ECO will submit regular written reports to the applicant, but not less frequently than once a month.

The ECO's duties in this regard will include, inter alia, the following:

- Confirming that all the environmental authorisations and permits required in terms of the applicable legislation have been obtained prior to construction commencing.
- Monitoring and verifying that the EMPr, Environmental Authorisation, other relevant permits and Contract are adhered to at all times and taking action if specifications are not followed.
- Monitoring and verifying that environmental impacts are kept to a minimum.

- Reviewing and approving construction method statements, where necessary, in order to ensure that the environmental specifications contained within this EMPr, environmental authorisation and any other relevant permits are adhered to.
- Inspecting the site and surrounding areas on a regular basis regarding compliance with the EMPr, the Environmental Authorisation and the Contract.
- Monitoring the undertaking, by the Contractor, of environmental awareness training for all new personnel on site.
- Ensuring that activities on site comply with all relevant environmental legislation.
- Ordering the removal of, or recommending spot fines for person(s) and/or equipment not complying with the specifications of the EMPr and/or environmental authorisation.
- Undertaking a continual internal review of the EMPr and submitting any changes to the Applicant's Project Manager for review and approval.
- Checking that the required actions are/were undertaken to mitigate the impacts resulting from non-compliance.
- Reporting all incidences of non-compliance to the Applicant's Project Manager.
- Keeping a photographic record of progress on site from an environmental perspective and recommending additional environmental protection measures, should this be necessary.
- Providing feedback on any environmental issues at site meetings.
- Conduct a final audit of all compliance monitoring conducted during construction.

The ECO must have:

- A good working knowledge of all relevant environmental policies, legislation, guidelines and standards;
- The ability to conduct inspections and to produce thorough, readable and informative reports;
- The ability to manage public communication and complaints;
- The ability to think holistically about the structure, functioning and performance of environmental systems; and
- Proven competence in the application of the following integrated environmental management tools:
  - Environmental Impact Assessment.
  - Environmental management plans/programmes.
  - Environmental auditing.
  - Mitigation and minimisation of impacts.
  - Monitoring and evaluation of impacts.
  - Environmental Management Systems.

The ECO must be fully conversant with this EMPr and the Environmental Authorisation (if issued) and all relevant environmental legislation.

The Applicant's Project Manager will have the authority to replace the ECO if, in their opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMPr or this specification. Such instruction will be in writing and will clearly set out the reasons why a replacement is required and within what timeframe.

## 8 COMPLIANCE WITH THE EMPr

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (j) The time periods within which the impact management actions contemplated in paragraph (f) must be implemented;
- (k) The mechanism for monitoring compliance with the impact management actions contemplated in paragraph (f);

A copy of the EMPr must be kept on site at all times during the construction and operation period. The EMPr will be binding on all staff operating on the site and must be included within the Contractual Clauses.

It should be noted that in terms of Section 28 of the National Environmental Management Act (No. 107 of 1998) those responsible for environmental damage must pay the repair costs both to the environment and human health and the preventative measures to reduce or prevent further pollution and/or environmental damage (The 'polluter pays' principle).

### 8.1 Non-compliance

The contractors must act immediately when notice of non-compliance is received from any government entity and corrective actions must be implemented. Complaints received regarding activities on the construction site pertaining to the environment must be recorded in a dedicated register and the response noted with the date and action taken.

The Contractor is deemed not to have complied with the EMPr if, *inter alia*:

- There is evidence of contravention of the EMPr specifications within the boundaries of the construction site, site extensions and roads.
- There is contravention of the EMPr specifications which relate to activities outside the boundaries of the construction site.
- Environmental damage ensues due to negligence.
- Construction activities take place outside the defined boundaries of the site.
- The Contractor fails to comply with corrective actions or other instructions issued by the Engineer within a specific time period.

It is recommended that the Contractor institutes penalties for the following less serious violations and any others determined during the course of work as detailed below:

- Littering on site.
- Lighting of illegal fires on site.
- Persistent or un-repaired fuel and oil leaks.
- Any persons, vehicles or equipment related to the Contractor's operations found within the designated "no-go" areas.
- Excess dust or excess noise emanating from site.
- Possession or use of intoxicating substances on site.
- Any vehicles being driven in excess of designated speed limits.
- Removal and/or damage to fauna, flora or cultural or heritage objects on site.
- Urination and defecation anywhere except at designated facilities.

## 8.2 Emergency preparedness

The Contractor must compile and maintain environmental emergency procedures to ensure that there will be an appropriate response to unexpected or accidental actions or incidents that will cause environmental impacts, throughout the construction period. Such activities may include, inter alia:

- Accidental discharges of polluting substances to water and land.
- Accidental exposure of employees to hazardous substances.
- Accidental fires.
- Accidental spillage of hazardous substances.
- Accidental toxic emissions into the air.
- Specific environmental and ecosystem effects from accidental releases or incidents.

These plans must include:

- Emergency organisation (manpower) and responsibilities, accountability and liability.
- A list of key personnel and contact details.
- Details of emergency services available (e.g. the fire department, spill clean-up services, etc.).
- Internal and external communication plans, including prescribed reporting procedures where required by legislation.
- Actions to be taken in the event of different types of emergencies.
- Incident recording, progress reporting and remediation measures required to be implemented.
- Information on hazardous materials, including the potential impact associated with each, and measures to be taken in the event of accidental release.
- Training plans, testing exercises and schedules for effectiveness.

The Contractor must comply with the emergency preparedness and incident and accident-reporting requirements, as required by the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the NEMA, 1998 (Act No. 107 of 1998) and the National Water Act, 1998 (Act No. 36 of 1998) and/or any other relevant legislation.

## 8.3 Incident reporting and remedy

If a leakage or spillage of hazardous substances occurs on site, the local emergency services must be immediately notified of the incident. The following information must be provided:

- The location;
- The nature of the load;
- The extent of the impact; and
- The status at the site of the accident itself (i.e. whether further leakage is still taking place, whether the vehicle or the load is on fire).

Written records must be kept on the corrective and remedial measures decided upon and the progress achieved therewith over time. Such progress reporting is important for monitoring and auditing purposes.

## 8.4 Penalties to contractors

Where environmental damage is caused or a pollution incident, and/or failure to comply with any of the environmental specifications contained in the EMPr, the Project Applicant and/or contractor will be liable to pay a penalty fine.

The following violations, and any others determined during the course of work, should be penalised:

- Hazardous chemical/oil spill and/or dumping in non-approved sites.
- Damage to sensitive environments.
- Damage to cultural and historical sites.
- Unauthorised removal/damage to indigenous trees and other vegetation, particularly in identified sensitive areas.
- Uncontrolled/unmanaged erosion.
- Pollution of water sources.

## 9 REPORTING

**According to APPENDIX 4 of GN R 326, an environmental management programme must include:**

- (l) A program for reporting on compliance, taking into account the requirement as prescribed by the regulations;

### 9.1 Administration

The Contractor must provide the Applicant's Project Manager and/or the ECO with a written method statement, prior to the commencement of the construction phase, setting out the following:

- The type of construction activity.
- Locality where the activity will take place.
- Identification of impacts that might result from the activity.
- Identification of activities that may cause an impact.
- Methodology and/or specifications for impact prevention for each activity or aspect.
- Methodology and/or specifications for impact containment for each activity or aspect.
- Emergency/disaster incident and reaction procedures.
- Treatment and continued maintenance of the impacted environment.

New submissions must be given to the Applicant's Project Manager and/or the ECO whenever there is a change or variation to the original.

The Applicant's Project Manager and/or the ECO should provide comment on the methodology and procedures proposed by the Contractor but they will not be responsible for the Contractor's chosen measures of impact mitigation and emergency/disaster management systems.

### 9.2 Good housekeeping

The Contractor must undertake "good housekeeping" practices during construction. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods to include the care for and preservation of the environment within which the construction activities are situated.

### 9.3 Record keeping

The Applicant's Project Manager and/or the ECO will continuously monitor the Contractor's adherence to the approved impact prevention procedures and the ECO must issue the Contractor a notice of non-compliance whenever transgressions are observed. The ECO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance will be documented and reported to the Applicant's Project Manager in the monthly report. These reports must be made available to DEA when requested.

### 9.4 Document control

The Applicant's Project Manager and/or the ECO will be responsible for establishing a procedure for electronic document control. The document control procedure should comply with the following requirements:

- Documents must be identifiable by organisation, division, function, activity and contact person.

- Every document must identify the personnel and their positions, who drafted and compiled the document, who reviewed and recommended approval, and who finally approved the document for distribution.
- All documents must be dated, provided with a revision number and reference number, filed systematically, and retained for a five year period.

The Applicant's Project Manager and/or the Contractor must ensure that documents are periodically reviewed and revised, where necessary, and that current versions are available at all locations where operations essential to the functioning of the EMPr are performed. All documents must be made available to the ECO and other independent external auditors.

## 10 ENVIRONMENTAL AWARENESS

**According to APPENDIX 4 of GN R 982, an environmental management programme must include:**

- (m) An environmental awareness plan describing the manner in which –
  - (i) The applicant intends to inform his or her employees of any environmental risk which may result from their work; and
  - (ii) Risks must be dealt with in order to avoid pollution or the degradation of the environment;

Contractors must ensure that their employees and any third party that carries out all or part of the Contractor's obligations are adequately trained with regard to the implementation of the EMPr, as well as regarding environmental legal requirements and obligations.

Environment and health awareness training programmes should be targeted at three distinct levels of employment, i.e. project manager, supervisor and labour.

The appointed ECO must provide training and ensure that records of all training interventions are kept in accordance with the record keeping and documentation control requirements as set out in this EMPr.

The environmental training should, as a minimum, include the following:

- Environmental legal requirements and obligations.
- The importance of conformance with all environmental policies.
- The environmental impacts, actual or potential, of their work activities.
- The environmental benefits of improved personal performance.
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures, including emergency preparedness and response requirements.
- The potential consequences of departure from specified operating procedures.
- The mitigation measures required to be implemented when carrying out their work activities.
- Details regarding floral/faunal species of special concern and protected species, and the procedures to be followed should these be encountered during construction activities.
- The importance of not littering.
- The importance of using supplied toilet facilities.
- The need to use water sparingly.
- Details of and encouragement to minimise the production of waste and re-use, recover and recycle waste where possible.

## **11 CLOSURE PLANNING**

### **11.1 Final site restoration**

The Contractor must clear and restore the site and ensure that all excess building material and construction debris is removed from site once the construction phase has been completed.

### **11.2 Rehabilitation**

The Contractor (landscape architect/horticulturist) will be responsible for the rehabilitation and re-vegetation of all disturbed areas earmarked for conservation during construction to the satisfaction of the Applicant's Project Manager and/or the ECO.

### **11.3 Post-construction audit**

A post-construction audit must be carried out for submission to the Applicant. Objectives should be to audit compliances with the key components of the EMPr, to identify the main areas requiring attention and recommend priority actions. The audit should be undertaken annually and should cover a cross section of issues, including implementation of environmental controls, environmental management and environmental monitoring.

Results of the audits should inform changes required to the specifications of the EMPr or additional specifications to deal with any environmental issues which arise on site and have not been dealt with in the current document.

## **12 CONCLUSIONS**

Although all foreseeable actions and potential mitigations or management actions are contained in this document, the EMPr should be seen as a day-to-day management document. The EMPr thus sets out the environmental and social standards that would be required to minimise the negative impacts and maximise the positive benefits of the construction and operational activities.

All attempts should be made to have this EMPr available, as part of any tender documentation, so that the Engineers and Contractor are made aware of the potential cost and timing implications needed to fulfil the implementation of the EMPr, thus adequately costing for these.

The EMPr will be reviewed by the ECO on an on-going basis. Based on observations during site inspections and issues raised at site meetings, the ECO will determine whether any procedures require modification to improve the efficiency and applicability of the EMPr on-site.

Any such changes or updates will be registered in the ECOs records, as well as being included as an annexure to this document.

It is the responsibility of SANBI to ensure the Operational Phase mitigation measures are followed.

## APPENDIX A

### PROPOSED ENVIRONMENTAL EDUCATION COURSE OUTLINE



<http://www.webweaver.nu/clipart/environmental.shtml>

#### Reasons why should we look after the environment

-  We have a right to a clean environment
-  A clean environment is essential to healthy living
-  All our basic needs come from the environment
-  A contract has been signed – development vs the environment
-  Penalties / fines could be issued

## How to look after the environment

-  Report issues
-  Teamwork
-  Follow the set rules and guidelines (EA, EMPr, Method statements etc.)
-  Conserve, reuse and recycle

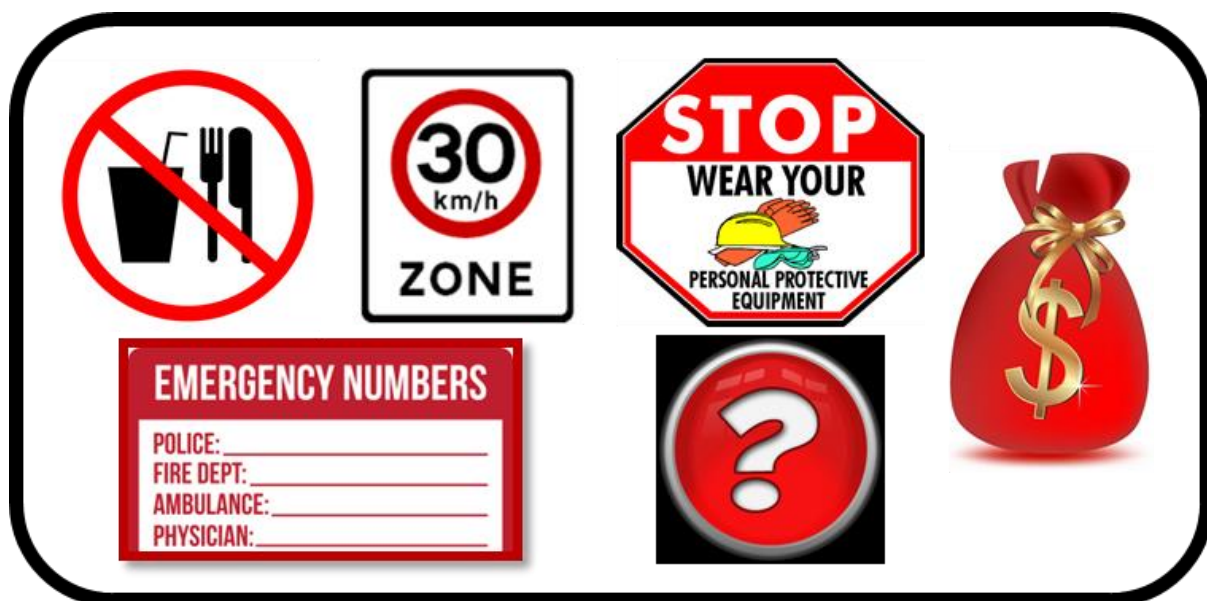
## Tips and Guidelines

-  Workers and equipment should not be allowed outside demarcated areas
-  No swimming or polluting of water bodies allowed
-  No damage / disturbance to vegetation or water bodies without consent / permits
-  No disturbance allowed in no-go areas
-  No hunting of animals
-  Report all fires
-  No burning or burying of waste
-  No smoking near hazardous materials
-  Training on fire fighting equipment
-  Hazardous materials to be stored in designated and bunded areas
-  Spill kits and drip trays a must
-  Report all spills
-  Control dust and Noise
-  Maintain construction vehicles
-  Availability and maintenance of sanitation facilities



### Tips and Guidelines

-  Only eat in designated areas
-  Do not litter
-  Vehicles to remain on approved tracks and adhere to speed limit
-  Ensure emergency phone numbers are available
-  Ensure PPE is worn
-  Report fires, leaks and injuries
-  Ask if unsure



## APPENDIX B

### EXAMPLE OF A METHOD STATEMENT

#### METHOD STATEMENT

CONTRACT:..... DATE:.....

**PROPOSED ACTIVITY** (give title of Method Statement and reference number from the EMPr):

**WHAT WORK IS TO BE UNDERTAKEN** (give a brief description of the works):

**WHERE ARE THE WORKS TO BE UNDERTAKEN** (where possible, provide an annotated plan and a full description of the extent of the works):

**START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:**

Start Date:

End Date:

**HOW ARE THE WORKS TO BE UNDERTAKEN** (provide as much detail as possible, including annotated sketches and plans where possible):

**\* Note: Please attach additional pages should you require more space.**

## DECLARATIONS

### 1) ENVIRONMENTAL CONTROL OFFICER (ECO)

The work described in this Method Statement, if carried out according to the methodology described, is satisfactorily mitigated to prevent avoidable environmental harm:

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Print name)

Dated: \_\_\_\_\_

### 2) PERSON UNDERTAKING THE WORKS

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the ECO will audit my compliance with the contents of this Method Statement

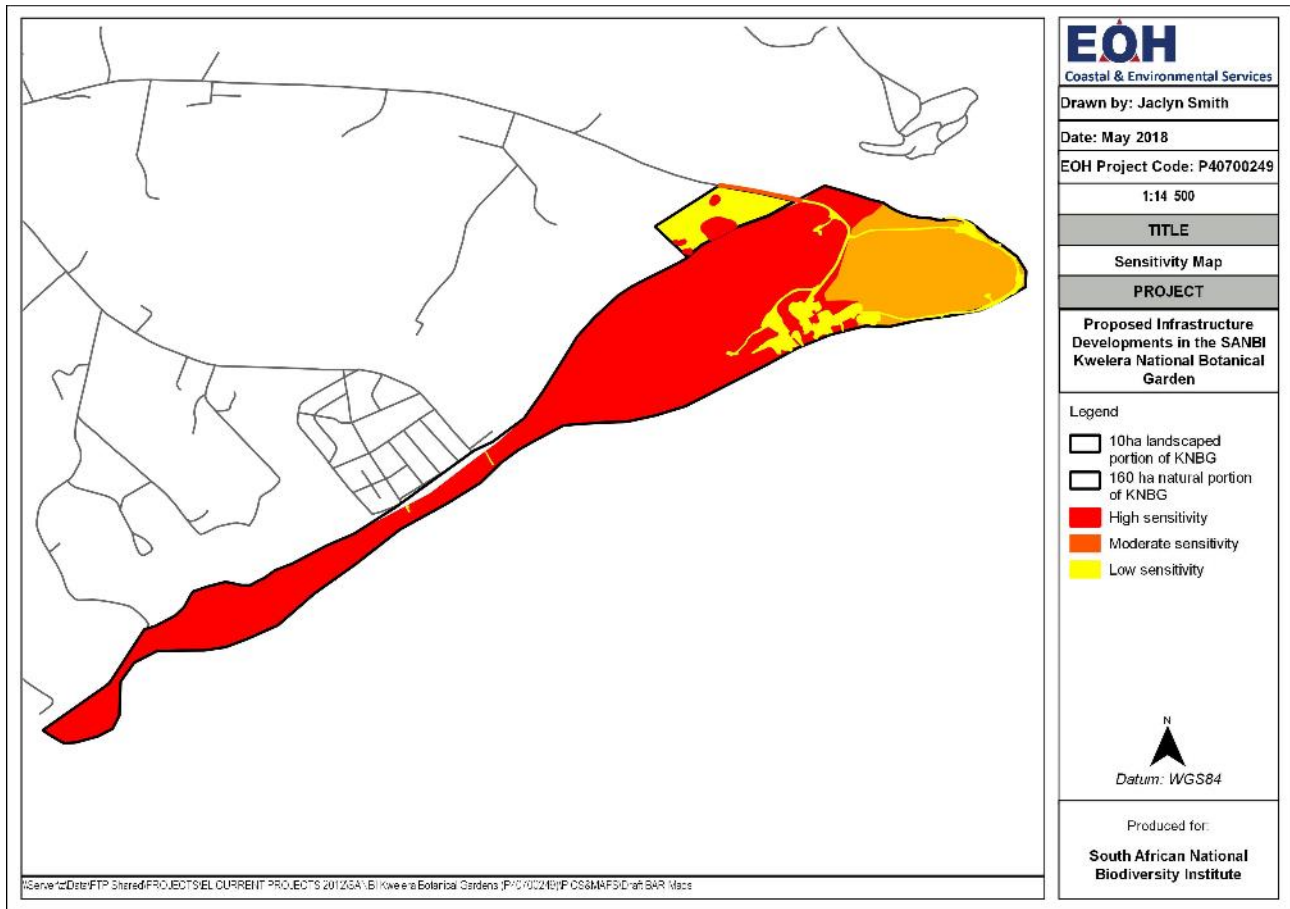
\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Print name)

Dated: \_\_\_\_\_

## APPENDIX C

Sensitivity map of the KwnBG:



## **C4.4 Construction Regulations Checklist**

***NOT APPLICABLE***

## **C4.5 HIV/AIDS SPECIFICATION**



# **DEPARTMENT OF PUBLIC WORKS**

## **HIV/AIDS**

### **SPECIFICATION FOR**

### **CIVIL CONTRACTS**

**APRIL 2004**

# SECTION

## HIV/AIDS SPECIFICATION

### HIV/AIDS REQUIREMENTS

#### 1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

#### 2 DEFINITIONS AND ABBREVIATIONS

##### 2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all

##### 2.2 Abbreviations

|      |   |                                     |
|------|---|-------------------------------------|
| HIV  | : | Human Immunodeficiency Virus        |
| AIDS | : | Acquired Immune Deficiency Syndrome |
| STI  | : | Sexually Transmitted Infection      |

#### 3 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site

- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

#### **4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING**

##### **4.1 Workshops**

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

## 4.2 Recommended practice

### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

#### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

#### 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

#### 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

#### 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

#### 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

### 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## **5 PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site handover. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

## **6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## **7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

**8      MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

## SCHEDULE A

### HIV/AIDS PROGRAMME : SITE CHECKLIST

When did construction commence \_\_\_\_\_

Name of Departmental Project Manager \_\_\_\_\_

*Please refer to HIV/AIDS Programme activities during the reporting period*

| Tick the block if Contractor satisfactorily complied with specifications |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
|--------------------------------------------------------------------------|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|
| DATE                                                                     | PI |   |   |   | PI |   |   |   | PI |   |   |   | PI |   |   |   | PI |   |   |   | PI |   |   |   | PI |   |   |   |
|                                                                          | D  | D | M | M | D  | D | M | M | D  | D | M | M | D  | D | M | M | D  | D | M | M | D  | D | M | M | D  | D | M | M |
| Programme implemented within 14 days of site handover                    |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Awareness champion on site                                               |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| HIV/AIDS awareness service provider report                               |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Male condom dispenser                                                    |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Sufficient male condoms available                                        |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Male condom dispenser in a highly trafficked area                        |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Female condom dispenser                                                  |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Sufficient female condoms available                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Female condom dispenser in a highly trafficked area                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| All four types of posters displayed                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Posters in a good condition                                              |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Posters in a highly trafficked area                                      |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Posters displayed on local support services: clinic & VCT centre         |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Support service poster/s in highly trafficked area                       |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |
| Support service poster/s in a good condition                             |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |    |   |   |   |

| <i>Please indicate the applicable number for the reporting period</i> |  |  |  |  |  |  |  |
|-----------------------------------------------------------------------|--|--|--|--|--|--|--|
| Workers on payroll (at PI)                                            |  |  |  |  |  |  |  |
| Sub-Contractors who will be on site for longer than 30 days (at PI)   |  |  |  |  |  |  |  |
| Workshop attendees                                                    |  |  |  |  |  |  |  |
| Number of workshops held                                              |  |  |  |  |  |  |  |
| Scheduled workshops according to approved workshop plan               |  |  |  |  |  |  |  |
| Booklets distributed                                                  |  |  |  |  |  |  |  |
| Male condoms distributed                                              |  |  |  |  |  |  |  |
| Female condoms distributed                                            |  |  |  |  |  |  |  |
| <hr/> Representative/Agent                                            |  |  |  |  |  |  |  |
| <hr/> Contractor                                                      |  |  |  |  |  |  |  |

Date of progress inspection (dd/mm/yy) \_\_\_\_\_

Reporting period: (dd/mm/yy)\_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

Corrective actions

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Departmental Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE B****HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT**

Reporting period: (dd/mm/yy)\_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Number of workshops conducted in reporting period \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_  
Service Provider\_\_\_\_\_  
Contractor\_\_\_\_\_  
Date\_\_\_\_\_  
Date

**HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED**

| Fill in the applicable information with regard to each workshop conducted |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
|---------------------------------------------------------------------------|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|-----|---|---|---|
| DATE                                                                      | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   | W/S |   |   |   |
|                                                                           | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M | D   | D | M | M |
| <b>Content of workshop:</b><br>(Mark the content included)                |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO1                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO2                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO3                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO4                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO5                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO6                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| SLO7                                                                      |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| HIV/AIDS in construction video                                            |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| Indicate the duration of the workshop in hours                            |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| Total number of Workers                                                   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
| Indicate workshop venue                                                   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
|                                                                           |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
|                                                                           |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |
|                                                                           |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |     |   |   |   |



## SCHEDULE C

### CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name \_\_\_\_\_

Project Location \_\_\_\_\_

Contract value of project (R) \_\_\_\_\_

Department of Public Works Project Manager \_\_\_\_\_

HIV/AIDS Programme duration: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

#### AWARENESS MATERIAL

Describe location of posters displayed during the programme \_\_\_\_\_

\_\_\_\_\_

Comments on posters \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate total number of booklets distributed \_\_\_\_\_

Comments on booklets \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### CONDOMS

Indicate total number of male condoms distributed \_\_\_\_\_

Indicate total number of female condoms distributed \_\_\_\_\_

Describe where male condom dispenser was placed \_\_\_\_\_

Describe where female condom dispenser was placed \_\_\_\_\_

#### HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted \_\_\_\_\_

Indicate the duration of workshops \_\_\_\_\_

Indicate the total number of Workers that participated in the HIV/AIDS workshops \_\_\_\_\_

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry \_\_\_\_\_

\_\_\_\_\_

Comments on HIV/AIDS workshops on site \_\_\_\_\_

\_\_\_\_\_

**GENERAL**

Briefly describe programme activities and satisfaction with outcome \_\_\_\_\_

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Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site

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|     |    |                                |
|-----|----|--------------------------------|
| Yes | No | Currently<br>developing<br>one |
|-----|----|--------------------------------|

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss  
Reactive TB  
Hair loss  
Severe tiredness

Coughing or chest pain  
Pain when swallowing  
Persistent fever  
Diarrhoea

Vomiting  
Meningitis  
Memory loss  
Pneumonia

Number of HIV/AIDS-related deaths \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Departmental Project Manager**

\_\_\_\_\_  
**Date**