

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q6748-2019	CLOSING DATE:	13 March 2020	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE SERVICES OF A CONTRACTOR FOR THE UPGRADE OF THE PUBLIC ABLUTION FACILITY AT THE FREE STATE NATIONAL BOTANICAL GARDEN, BLOEMFONTEIN Please note: <u>This procurement includes Local content as per SBD 6.2 and find attached Local content Annexures</u>				
	It is estimated that tenderers must have a CIDB contractor grading designation of Level 1 GB or Higher.				
COMPULSORY SITE BRIEFING:					
This is compulsory and will be conducted at the venue, time and date given below: Date: 28 February 2020 Time: 10h00 Venue: Education Centre, Free State National Botanical Garden, Bloemfontein Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Modiba at R.modiba@sanbi.org.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rorisang Modiba		CONTACT PERSON	Mr. Jan-Louis Reynders	
TELEPHONE NUMBER	012 339 2746		TELEPHONE NUMBER	082 852 5108	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	R.modiba@sanbi.org.za		E-MAIL ADDRESS	janr@bvifs.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax

reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

“State” means –

- (a) any national or 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
 presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
 connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
 the appropriate authority to undertake remunerative
 work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
 document?

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R500 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution

are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
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7.1.1 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 or QSE

(Tick applicable box)

YES	☐	NO	☐
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation

- ☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be

restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
 SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid 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> at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Steel (Stainless steel)</u>	<u>100%</u>
<u>Screws</u>	<u>100%</u>
<u>Steel (Indicator Bolts)</u>	<u>100%</u>
<u>Bolts and Nuts</u>	<u>100%</u>

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

(Tick applicable box)

YES	☐	NO	☐
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3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on 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):

Currency	Rates of exchange
US Dollar	
Pound Sterling	

Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.Q6748-2019

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

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 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>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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 bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local content requirements:

This bid 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) for steel products 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

must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

Bidders must submit a certificate from a registered auditor confirming that the local content declaration templates have been audited and certified as correct (Local content- Annexure B attached)

Only the South African Bureau of Standards (SABS) approved technical specification number 1286:2011 must be used for local content.

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

in case of projects x and y value of steel products in the project

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 bid.

SABS approved technical specification number SATS 1286:2011 and guidance on the local content calculation and together with Local Content Declaration, Annexure C, Annexure D (imported Content Declaration and E local content declaration (Supporting Schedule for Annexure C) are attached and are also accessible to all potential bidders on the dti's official website:
[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

The rate of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy

If the quantity of steel products 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 , bidders should obtain written exemption from the Department of Trade & Industry.

Bidders must clearly indicate in their bids the quantities to be supplied ad the level of local content for each product.

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.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

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

bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SANBI: Q6748-2019 THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE SERVICES OF A CONTRACTOR FOR THE UPGRADE OF THE PUBLIC ABLUTION FACILITY AT THE FREE STATE NATIONAL BOTANICAL GARDEN, BLOEMFONTEIN

(Quotation Number and Description)

In response to the invitation for the quote made by:

SANBI

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. 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.
- 10. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name

SCOPE OF WORK

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE SERVICES OF A CONTRACTOR FOR THE UPGRADE OF THE PUBLIC ABLUTION FACILITY AT THE FREE STATE NATIONAL BOTANICAL GARDEN, BLOEMFONTEIN

1. DESCRIPTION OF THE WORKS

1.1 Employer's Objective

The employer's objective is to rehabilitate the existing public ablution facility.

1.2 Extent of the Works

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

EXTERNAL WORK:

- Repair wooden tongue & groove ceiling at entrance.
- Replace missing fibre cement barge board on east elevation.
- Roof leak to be repaired
- All windows to be lightly sanded and surface to be prepared for 2 new coats of matt varnish.
- Steel elements in exposed roof structure at entrance – areas to be cleaned and new coat of red oxide to be applied.

INTERNAL WORK:

Floors:

- Remove floor tiles in foyer and kitchen and replace with similar 320x320mm Pei4 terracotta coloured tile. Allow for R80/m² (tile only). Tile sample to be approved by the Architect. Fit 2x12mm stainless steel threshold strips below 4 doors on same level as existing and new tiles. Provide 6mm joints and fit with dove grey grouting. Refit angle cover strip at entrance threshold in same position. Re-use skirting tile to repair missing skirting tiles in ladies ablution.

Walls:

- Previously painted walls: (Foyer and kitchen) Prepare surfaces and repaint two layers good quality Sheen paint. Take care not to overpaint onto other elements. Remove existing signage and refit after renovation.
- Fit three 100x100x2mm stainless steel logo plates with men, ladies and wheelchair pictograms imprinted.
- Wall tiles: Replace broken white glazed wall tiles with similar 150x150mm tiles. Tiles will be indicated on site. Fit with white grout. Remove grey cement grout around white tiles that was used at previous renovation, and replace with white grout. Also, remove grout between counter top and terracotta tile and replace with new white grout. Fill holes for previous sanitary fitting with same white grout. Remove white overpaint of cornices onto wall tiles, or replace same tiles.
- Wall tiles: Cracks in wall tiles above cubicle doors – Replace broken tiles with tiles that is cut to allow for movement joint. Fill joint with white silicone.
- Replace broken white pvc corner strip at window sill in ladies ablution with similar.
- Remove existing ceramic toilet paper holders and repair opening with white glazed tiles to match existing.

Ceiling:

- Existing ceiling to be renovated. All nail heads to be checked and fastened where necessary. Universal undercoat to be applied to nail heads. Water damaged marks on ceiling to be properly cleaned before finish. All existing cornices to be checked and refitted where necessary. Replace one length of 100x100mm standard coved cornice to match existing. Apply white silicone between all cornices and walls. Repaint ceiling and cornices with two coats white PVA.
- Replace 19 existing sunken lights with new light fittings. Cut new holes in existing ceiling board for 6 new light fittings. Keep light fitting in kitchen.

Light fittings:

- Replace 19 existing light fittings and fit 6 new fittings. Total 25 new DL705 225mm 18W light fitting.

Sanitary fittings:

- Replace existing sink with new Inset SS Wash Trough (FRANKE SKU:2560004 or similar). Clean existing mixer.
- Re-use all existing basins. Take care not to damage fittings during refitting of tops.
- Fit new blue and red caps to all taps.
- Replace 3 taps with new single pillar taps with 15mm Aquila handles to match existing.
- Service existing taps. Service elbow tap in accessible ablution to open properly.
- Replace all toilet seats and covers with good quality white wooden seat with cover and proper hinge mechanisms. Product to be approved by architect before order is placed.
- Urinals: Option 1 – Replace existing urinals with flatback waterless urinals. (SKU: 026710) Option 2 – Keep existing urinals and replace P-traps with new chrome plated P-traps.
- Provide two new mirrors 1130x700mm in ladies ablution. Fit with chrome dome screws to walls. Fit chrome dome caps to mirrors in men's and accessible ablution.

Counters:

- Replace all counter tops with CAFÉ QUARTZ Java top 600mmx20mm and same for side cladding 250mmx20mm. Replace bottom side cladding with 250mmx16mm board with white Melamine finish both sides and white Impact Edging to all sides. Fit to existing bracket.

1.3 Location of the Works

The project is located at the Free State National Botanical Garden, Bloemfontein.

2. CONSTRUCTION

2.1 Applicable Project Specifications

Standardized specifications

SANS 10400-A:2016	:	General principles and requirements
SANS 10400-D:2016	:	Public safety
SANS 10400-F:2017	:	Site operations
SANS 10400-J:2016	:	Floors
SANS 10400-K:2015	:	Walls
SANS 10400-L:2011	:	Roofs
SANS 10400-N:2012	:	Glazing
SANS 10400-O:2011	:	Lighting and ventilation
SANS 10400-P:2010	:	Drainage
SANS 10400-S:2011	:	Facilities for persons with disabilities
SANS 10400-T:2011	:	Fire protection

3. EVALUATION OF PROPOSALS

This evaluation will be in accordance with the National Treasury Instruction Note on the Amended Guidelines in Respect of Quotations that Include Functionality as a Criterion for Evaluation (issued 3 September 2010), this quote will be evaluated in two stages.

The first stage will evaluate functionality according to the criteria listed in the table below. Bidders must submit a concise written proposal that addresses the scope of work and the below requirements and deliverables.

FUNCTIONALITY CRITERIA		
ID	CRITERIA	POINTS**
1	Implementation method and project plan or programme - Method to be followed in delivering this project - Weekly plan/programme with milestones	20 (10) (10)
2	Contractor's Experience - Three reference letters regarding similar work completed in last three years (with specific reference to the construction of new buildings, alterations to existing buildings and civil works) - List of at least ten other similar projects with telephonic references and indicating value of works completed	40 (20) (20)
3	Contractor's Resources - CVs for each proposed key personnel member (refer to T2.1.07) indicating: - Previous work experience - Total number of years' working experience in construction - Individual experience on similar work in last five years - Qualifications or artisan's certification or other recognised training courses completed - Membership of professional bodies or guilds - Plant & Equipment	30 (20) (10)
4	Contractor's registered head office to be within 75km from the SANBI Bloemfontein Campus	10
TOTAL		100

** Service Providers who fail to score a minimum of 70 points out of a possible 100 points on functionality criteria will not be eligible for further consideration.

The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.

Potential Service Providers are required to submit the following documentation

- SBD forms (SBD 1, 4, 6.1, 6.2, 8 and 9) And Local content annexures. The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- An original or certified copy of B-BBEE certificate or sworn affidavit. (Please note that failure to submit a valid original or certified B-BBEE certificate/sworn affidavit mentioned above will result in the tenderer not being awarded B-BBEE preference points)
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.
- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- Proof of Public Liability Insurance
- Proof of CIDB Grading Level 1 GB or Higher
- Quotations must include cost break down of all the specifications and price must be VAT inclusive.

Compulsory Briefing Session

A compulsory briefing session will be held at the Education Centre, Free State National Botanical Garden, Bloemfontein, on the 28 February 2020 at 10h00

Closing date for quotations

The closing date for submission of responses is **13 March 2020 at 11h00**.

Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Modiba at R.modiba@sanbi.org.za

For further information, contact Mr. Jan-Louis Reynders on 082 852 5108

PLEASE NOTE: Emailed applications must not be more than 8MB.

CONTRACT DATA

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE SERVICES OF A CONTRACTOR FOR THE UPGRADE OF THE PUBLIC ABLUTION FACILITY AT THE FREE STATE NATIONAL BOTANICAL GARDEN, BLOEMFONTEIN

The Conditions of Contract are the *General Conditions of Contract for Construction Works (Second Edition, 2010)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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

Part 1: Data provided by the Employer

Clause	Data
1.1.1.13	Clause 1.1.1.13: Defects Liability Period The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion
1.1.1.14	Clause 1.1.1.14: Due Completion Date The time for achieving Practical Completion is as follows: 6 Weeks after the Commencement date
1.1.1.15	The name of the Employer is The South African National Biodiversity Institute , represented by Mr C. Willis and/or such persons or person duly authorised thereto by the Employer in writing.
1.2.1.2	The Employer's address for receipt of communications is: Delivery Address: Attention: Deputy Director: Supply Chain Management Pretoria National Botanical Garden 2 Cussonia Avenue, Biodiversity Centre Brummeria, Pretoria Postal Address: Attention: Deputy Director: Supply Chain Management South African National Biodiversity Institute Private Bag X101 Silverton, Gauteng 0184
1.1.1.16	The name of the Engineer is BVi Consulting Engineers (Pty) Ltd

1.2.1.2	The address of the Engineer is: BVi Consulting Engineers 17 President Steyn Drive Westdene Bloemfontein 9301
1.1.1.26	Clause 1.3.: Pricing Strategy The Pricing Strategy is a re-measurement contract.
3.1.3	Clause 3.1.3: Specific Approval of the Employer Required The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
5.3.1	Clause 5.3.1: Commencement of the Works The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Cash flow projection
5.3.2	Clause 5.3.2: Timeframe to deliver documentation The time to submit the documentation required before commencement with Works execution is twenty-one (21) days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1	Clause 5.8.1: Non-Working Times The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break

5.12.2.	Clause 5.12.2.: Some reasons for extension of time Clause 5.12.2.2: Abnormal climatic conditions. <i>Add the following:</i> Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1). No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path. <table><tr><td>January</td><td>3 days</td><td>May</td><td>1 days</td><td>September</td><td>1 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>1 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>3 days</td><td>July</td><td>1 days</td><td>November</td><td>2 days</td></tr><tr><td>April</td><td>1 days</td><td>August</td><td>1 days</td><td>December</td><td>4 days</td></tr></table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.	January	3 days	May	1 days	September	1 days	February	4 days	June	1 days	October	2 days	March	3 days	July	1 days	November	2 days	April	1 days	August	1 days	December	4 days
January	3 days	May	1 days	September	1 days																				
February	4 days	June	1 days	October	2 days																				
March	3 days	July	1 days	November	2 days																				
April	1 days	August	1 days	December	4 days																				
5.13.1	Clause 5.13.1: Penalty for Delay The penalty for failing to complete the Works is R 2500.00 per day.																								
5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is three (3) years for civil engineering works.																								
6.2	Clause 6.2: Security The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.																								
6.8.2	Clause 6.8.2: Contract Price Adjustment Contract Price Adjustment <u>is not applicable</u> The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where: The value of “x” is 0.15.																								

	The values of the coefficients for this contract are: a = 0.35 (labour) b = 0.20 (contractor's equipment) c = 0.35 (material) d = 0.10 (fuel) The urban area nearest the Site is <u>City of Bloemfontein</u>. The base month is <u>February 2020</u>.
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.3	Clause 6.10.3: Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 10% of the Contract Sum, including allowances for contingencies. This reduces to 5% upon the issue of the Certificate of Completion. The remaining 5% retention will be released upon the issue of the Final -Approval Certificate upon lapse of the defects liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the second last sentence with "30 days"</i>
6.10.6	Clause 6.10.6: Set-Off and Delayed Payments A guarantee in lieu of retention is not permitted
6.10.6.2	Clause 6.10.6.2: Set-Off and Delayed Payments <i>Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply"</i>
6.10.8	Clause 6.10.8: Contractor's completion statement <i>Replace "28 days" in the last sentence with "30 days"</i>
6.10.9	Clause 6.10.9: Final payment certificate <i>Replace "28 days" in the last sentence with "30 days"</i>
6.12	Clause 6.12: Additional <i>Add Clause 6.12 as follows:</i> In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

8.6.1	Clause 8.6.1: Insurance <i>Add the following:</i> Damage to the Works (a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary. (b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works. (c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2. (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.
8.6.1.1.2	Clause 8.6.1.1.2: Insurance The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is - Nil.
8.6.1.3	Clause 8.6.1.3: Insurance The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	Clause 8.6.1.5: Additional Insurance Additional Insurance is required for the following: a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. b) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river.
10.5, 10.6, 10.7	Clause 10.5, 10.6, 10.7: Dispute Resolution Dispute resolution shall be by Arbitration.

11	Clause 12: Confidentiality The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	Clause 13: Amendments in writing No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE – GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, SECOND EDITION, 2010

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

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

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

Signed at

Date

Guarantor's signatory: (1)

Capacity.....

Guarantor's signatory: (2)

Occupational Health and Safety Agreement 37(2)

AGREEMENT MADE AND ENTERED INTO BETWEEN THE

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

(Hereinafter called the “**EMPLOYER**”)

(Contractor / Mandatary / Company / CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
 WITNESS

.....
 MANDATARY

Signed at this day of 20

.....
 WITNESS

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

and/or his Sub-Contractor/s.

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

PRICING INSTRUCTIONS

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

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The Bill of Quantities has been drawn up in accordance with the latest issue of the SABS1200 Standardised Specifications. Descriptions in the Bill of Quantities are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable specifications.

Annex F (Normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- (a) **conflict of interest** means any situation in which:
- (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil 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.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may

be regarded by the employer as non-responsive.

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Tenderers who remain in contention for the award of the contract after the evaluation of the quality in the technical proposals offered will not be notified of the time and place when financial proposals will be opened as this will happen immediately after technical evaluation. An announcement will be made after the award or failure to award the tender.

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

- (a) addenda issued during the tender period,
- (b) inclusion of some of the returnable documents, and
- (c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

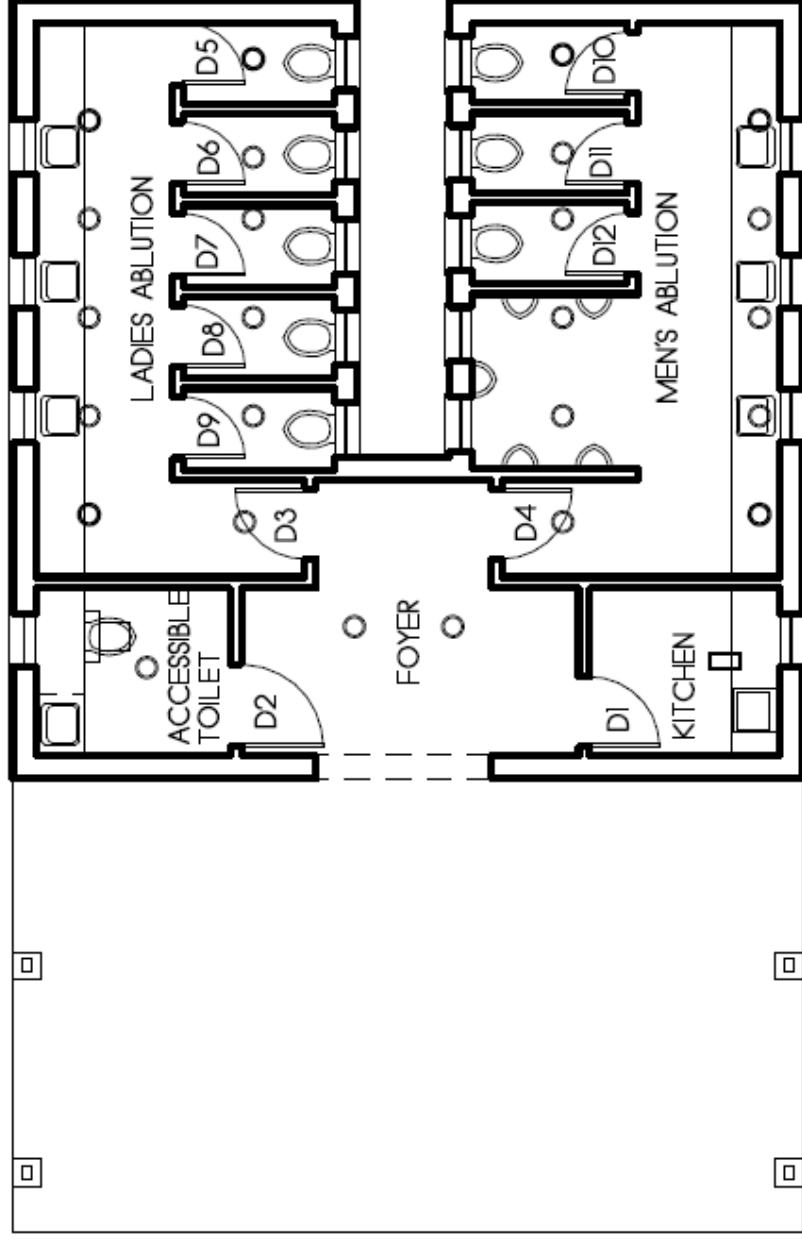
ANNEXURES

1. DRAWINGS

1.1 G19/07/01 Building Plan

2. BILLS OF QUANTITIES

3. HEALTH AND SAFETY SPECIFICATION



Existing Ablution Floor Plan

Scale 1:100

SANBI: UPGRADING OF EXISTING ABLUTION FACILITY AT FS BOTANICAL GARDENS BLOEMFONTEIN

Item No	Payment Clause	Short Description	Unit	Quantity	Rate(R)	Amount R c
A1		SECTION A: ABLUTION FACILITY EXTERNAL WORKS				
		REPAIRS				
A1.1		Complete repair of wooden tongue and groove ceiling board at the entrance	m ²	1.00		
A1.2		Install new fibre cement facia board (12x225x3000mm) on east elevation and paint (rate to include labour, transport, material and e.t.c)	m	3.00		
A1.3		Repair roof leak in males ablution with roof sealer (rate to include labour, transport, material and e.t.c)	m ²	1.00		
A1.4		All windows to be lightly sanded on both sides of the frame and apply to new coats of matt varnish on both sides (rate to include labour, transport, material and e.t.c)	m ²	32.00		
A1.5		Steel element connections in exposed roof structure at the entrance area to be lightly sanded and a new coat of red oxide primer to be applied (rate to include labour, transport, material and e.t.c)	m ²	8.00		
TOTAL SECTION A: Carried to Summary						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate(R)	Amount R c
B1		SECTION B: ABLUTION FACILITY INTERNAL WORK				
		FLOORS				
B1.1		Remove floor tiles,grout and skirting in the foyer, kitchen and accesible toilet and replace with similar tiles (NCI 320x320mm pei4 terracotta coloured tiles, rate to include labour, transportation, material and e.t.c) (N.B Ensure the floor is in appropriate condition before installing new tiles and that the tiles are approved by an architect.)	m²	25.00		
B1.2		Install 2x12mm stainless steel strips below doors on the same level as existing and new tiles (rate to include labour, transportation, material and e.t.c)	m	4.00		
B1.3		Install 6mm joints with dove grey grouting (rate to include labour, transportation, material and e.t.c)	m	4.00		
B1.4		Refit stainless steel angle cover strip at entrance threshold in same position after the intallation of tiles.	No	1.00		
B1.5		Re-use removed skirting tiles from item B1.1 to repair broken and replace missing skirting tiles in ladies ablution area (rate to include labour, transportation, material and e.t.c)	m	4.00		
B2		WALLS				
B2.1		Prepare surfaces and repaint two layers of good quality sheen paint for foyer and kitchen, do not paint other elements (rate to include labour, transportation, material and e.t.c)	m²	43.00		
B2.2		Remove existing signage and refit after renovations and any damaged caused should be fixed in an appropriate manner.	No	5		
B2.3		Fit 100x100x2mm stainless steel logo plates with men,ladies and wheelchair pictogram imprinted (rate to include labour, transportation, material and e.t.c)	No	3		
Carried forward / ...						

		Brought forward / ...				
B3		WALL TILES				
B3.1		Replace broken white glazed wall tiles with similar tiles, tiles will be indicated on site, fit with white grout (rate to include labour, transportation, material and e.t.c)	m ²	1.50		
B3.2		Remove grey cement grout around white tiles that was used at previous renovations and replace with white grout.	m ²	1		
B3.3		Remove all grout between counter tops and terracotta tiles and replace with new white grout (rate to include labour, transportation, material and e.t.c)	m	2.00		
B3.4		Fill holes for previous sanitary fitting with white grout.	m ²	0.50		
B3.5		Removal of white overpainting of cornices onto wall tiles.	m ²	1.00		
B3.6		Remove tiles with white paint and replace with new ones.	m ²	0.50		
B3.7		Cracks in wall tiles above cubicle doors- Replace broken tiles with cut tiles to allow movement of joints and fill the joints with white silicone (Supply and Install)	m	2.00		
B3.8		Repalce broken white pvc corner strip sill at the window sill in ladies ablution with similar window sill.	No	1.00		
B3.9		Remove existing ceramic toilet paper holders and repair openings with white glazed tiles to match existing	No	5.00		
B4		CEILING				
B4.1		Complete renovate the existing ceiling (rate to include labour, transport and all necessary equipments) (N.B Water damaged marks on the ceiling to be properly cleaned)	m ²	118.00		
B4.2		All nail heads to be checked and fastened where necessary and universal undercoat to be applied to all nail heads.	Item	-		
B4.3		All existing cornices to be checked and refitted where where necessary (supply and install)	m	16.00		
Carried forward / ...						

		Brought forward / ...				
B4.4		Replace one length of 100x100mm standard coved cornice to match existing (Supply and install)	m	3.00		
B4.5		Apply white silicone between all cornices (Supply and install)	m	16.00		
B4.6		Repaint cornices with two coats of white PVA (Supply and install).	m	16.00		
B4.7		Cut new 6 holes in the existing ceiling for new DL705 satin 225mm 18W light fittings. (N.B Keep the light fitting in the kitchen)	No	6.00		
B5		LIGHT FITTINGS				
B5.1		Replace 19 existing light fittings and fit new 6 fittings, total 25 new DL705 satin 225mm 18W light fittings	No	25		
B6		SANITARY FITTINGS				
B6.1		Replace existing sink with new inset SS wash trough (FRANKE SKU:256004 or similar), clean existing mixer (Supply and install)	No	1.00		
B6.2		Re-use all existing basins, do not damage fittings during refitting of tops.	No	7.00		
B6.3		Fit new blue and red caps to all taps (Supply and install)	No	13.00		
B6.4		Replace three taps with new single pillar taps with Aquila handles to match existing (supply and install)	No	3.00		
B6.5		Service existing taps, service elbow tap in accessible ablution to open properly.	No	2.00		
B6.6		Replace all toilet seats and covers with good quality white wooden seat with cover and proper hinge mechanism as approved by Architect (Supply and install)	No	9.00		
B7		URINALS				
B7.1		Option 1: Replace existing urinals with flatback waterless urinals (SKU:026710). Supply and install.	No	5.00		
B7.2		Option 2: Keep existing urinals and replace P-traps with new chrome plated P-traps (Supply and Install).	No	5.00		
Carried forward / ...						

		Brought forward / ...				
B8		MIRRORS				
B8.1		Provide two new mirrors 1130x700mm in ladies ablution, fit with chrome dome screws to walls (Supply and install)	No	2.00		
B8.2		Fit chrome dome caps to mirrors in mens and accessible ablution (Supply and install)	No	12.00		
B9		COUNTERS				
B9.1		Remove all counter tops and replace with CAFÉ QUARTZ java top 600x20mm and same for side cladding 250x20mm (Supply and install)	m ²	14.00		
B9.2		Repalce bottom side cladding with 250x16mm board with white melamine finish both sides and white impact edging to all sides (Fit to existing brackets) (Supply and install)	m ²	4.50		
B10		WINDOW				
B10.1		All windows frames to be lightly sanded and surface to be prepared for two new coats and of matt varnish	m ²	8.00		
B10.2		Replace all window stays, pin of the stay and handles	No	18.00		
B11		DOORS				
B11.1		All wooden doors and frames to be repaired, properly sanded and cleaned before two layers of stained varnish is applied, colour to match existing	m ²	58.00		
B11.2		Holes larger than 6mm should be repaired by using caps and not filling only	Provisional Sum			
B11.3		Replace doors (D2, D3, D4, D6, D7 and D10 indicated on drawing) with similar hardwood panel (Supply and install)	No	6.00		
B11.4		Fill silicon around all doors inside and outside	m	46		
B11.5		Rehang doors (D8, D9, D11 and D12) to fit properly in frames and locked with ease (Refer to achitects drawing)	No	4.00		
B11.6		Replace all indicator bolts on door (D5-D12) with round SS WC thumb turn indicator bolts, as used for disabled (Supply and install)	No	2.00		
Carried forward / ...						

		Brought forward / ...				
B11.7		Fit 750x800x2mm SS kicking plate to both sides of new doors D2, D3 and D4.	No	3.00		
B11.8		Fit new 150x75mm SS D handle on plate to inside of Kitchen door . (Door D1)	No	1.00		
B11.9		Refit existing door furniture for doors D3 and D4.	No	2.00		
B11.10		Provide new SS door closer to door D3 (Supply and install)	No	1.00		
TOTAL SECTION B: Carried to Summary						

BILL 1
UPGRADE OF THE PUBLIC ABLUTION FACILITY AT THE FREE STATE NATIONAL BOTANICAL
GARDEN BLOEMFONTEIN

SECTION A:	EXTERNAL WORKS WORKS	R
SECTION B:	INTERNAL WORKS	R
	TOTAL OF PRICED ITEMS	R
	Allow 10% contingencies to be expended as directed by the Engineer and to be deducted in whole or in part if not required	R
	NET TOTAL OF TENDER	R
	Add 15% for Value Added Tax	R
	GROSS TOTAL OF TENDER	R

HEALTH & SAFETY SPECIFICATIONS FOR CONSTRUCTION AND INSTALLATION 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 (Mandatories) 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 / Mandatories.

The dual objective of this specification is to ensure that the Mandatories 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:

General Civil and Construction activities:

- Alterations and renovations to existing buildings
- Demolition work (portion of buildings)
- Breaking up of mass concrete/brick paved areas and brick work
- Removal of all sanitary fittings
- Preparatory work to existing surfaces
- Work conducted inside existing buildings
- Earth works / open face excavations/trenches/backfilling
- Concrete works; formwork; reinforcing
- Installation of security lights
- Installation of CCTV system
- Internal electrical installations
- Site electrical reticulation
- Installation of roof coverings (galvanized steel)
- Installation of roof insulation
- Installation ceilings; partitions & access flooring
- Installation of electrical light fittings

- Installation of suspended ceilings
- Installation of electrical fencing
- Bush clearance for palisade fencing
- Electronic installations to existing buildings
- 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)
- 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
- Carpentry & joining work (new work scope)
- 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
- Construction & installation of steel canopies with roof coverings

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 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 vapours
- Vibration white finger
- Hand and foot injury
- Sun exposure

Additional risks include

- 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.
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. Working at height

Where the work to be performed includes a requirement to work in elevated positions (more than 2 metres above ground, platform or walkway level) the Contractor shall, prior to commencing work submit a comprehensive Fall Protection Plan in writing to the Responsible SANBI Representative for approval.

Every Fall Protection Plan shall include the following minimum requirements:

- Designation of a Competent Person responsible for the oversight and supervision of all elevated work;
- A risk assessment of all work to be carried out from an elevated position including the procedures and precautionary measures to address the identified risks per task or location;
- The process for evaluation of the employees' physical and psychological fitness to perform work in elevated positions and records thereof;
- The programme for training employees to work in elevated positions including specific instruction in the correct use of fall protection equipment and records of all training given;
- The procedure and requirements for the inspection, testing and maintenance of all fall protection equipment;
- The use of lifelines in situations where safety may be compromised by frequent attaching and detaching of lanyards from the structure;
- Provisions to prevent tools and other objects falling from elevated positions onto persons below;
- A specific requirement to stop work at elevated positions during inclement weather;
- A fall rescue and response plan;
- The process for review, amendment and maintenance of the Fall Protection Plan as and when required;
- Measures in place to ensure ongoing compliance with the requirements of the Fall Protection Plan by all affected employees.

Where work results in circumstances where a person can fall through or from a floor, working platform etc. adequate rigid barriers and, where appropriate, suitable warning signs shall be erected to prevent persons from falling.

All floor or wall openings and platforms that expose workers to a fall of more than 2 meters shall be covered or protected by guard-rails.

Where a Contractor is required to remove a guard-rail or protective covering and is exposed to a fall hazard, employees must firstly be protected against falling by the use of fall arrest equipment. If the area is to be left unattended for any period or reason or upon completion of the task, the guard-rail or covering must be replaced in a securely fastened state or the opening effectively barricaded.

6. Scaffolding

All scaffolding used on site shall be designed, erected, inspected, used and dismantled in accordance with internationally accredited / recognised standards.

Scaffolding shall be erected, inspected and dismantled under the direct supervision of a competent person specifically trained and experienced in such work and who has been designated in writing by the contractor for this purpose.

Every scaffold shall be inspected by a competent person at the time of erection, not less than once per week whilst in use and immediately after inclement weather. The findings of any inspection shall be recorded in a Scaffold Register which shall be open to inspection by the Responsible SANBI Representative.

Scaffolding inspections shall include, but not be limited to base plates, sills, bracing, tie-ins, planking, access ladders to working levels, guard-rails (handrails, mid-rails, and toe-board), anchorage to building structure, etc.

7. Roofing and roof work

In addition to the requirements of the Fall Protection Plan referred to above, the following additional requirements are required for all roofing work or when working on top of any roof:

- Safe access in the form of appropriate ladders and platforms;
- Use of roof ladders / roof planks set across support structures to provide safe footing and prevent workers from stepping directly onto roofing materials;
- Adequate provision for the safe transfer of goods, tools and materials to and from ground level;
- Provision of rails and toe-boards as appropriate to prevent tools and materials rolling, sliding or falling off the roof.

8. Ladders

Every Contractor shall ensure that ladders brought on site for use are constructed of suitable material for the area in which they are to be used, of sound construction and are safe for use. The Contractor shall demonstrate a system of routine inspection and maintenance for all ladders used on site.

“Home-made” ladders are NOT permitted.

Wooden ladders may not be painted save with a clear wood preservative or varnish.

Every ladder shall be fitted with non-slip safety devices at the bottom and a suitable means for lashing or otherwise securing the top.

All persons who may be required to use ladders in the performance of their work shall be trained and instructed in the safe use thereof and in recognition of the hazards associated with their use. Any ladder that is defective or unsafe for use shall be withdrawn from use and repaired promptly. Any ladder which cannot be repaired shall be destroyed to prevent unauthorised further use.

9. Permit to work (intervention authorisation)

A Permit to Work system is in place on all SANBI sites. All requests for Permits to Work shall be channelled through the Responsible SANBI Representative. The Contractor must ensure that all Permits to Work are properly completed and duly authorised by the appropriate SANBI signatories before commencing with the work in question. All requirements stated in the Permit must be fully complied with. Activities that require a permit to work include but are not limited to:

- hot work;
- working in confined spaces;
- working at heights;
- excavation work;
- site clearing;
- demolition work;

10. Excavation, trenching and shoring

No digging or surface excavation work may be undertaken unless an Excavation Permit has been issued in compliance with the SANBI Permit to Work system.

Precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.

Excavations must be inspected daily by an appointed, competent excavation inspector.

All excavations must be securely (hard) barricaded to prevent accidental access to such excavations.

Solid barricading must be used at excavations in conjunction with orange snow-netting and warning signage where excavations exceed one metre in depth. Demarcation chevron tape may be used for barricading excavations not more than one metre in depth.

The Responsible SANBI Representative shall ensure that all practical attempts are made to locate and identify underground utilities prior to issuing the Excavation Permit.

Detailed specifications must be submitted to the Responsible SANBI Representative for all jobs requiring shoring before starting any excavation.

Contractor employees shall not enter trenches, ditches, or any other sub-surface area without specific instructions from their supervisor

All excavation, trenching, shoring, and backfilling shall be in accordance with International Construction Safety Codes. All contractor supervisors shall be familiar with these codes and direct workers accordingly. Lighted or reflective barricades must be used where excavations encroach on any roadway.

All personnel bridges over trenching or excavation must be equipped with safety railings.

11. Lock-out / tag-out procedures

A lockout, tag and test procedure describes the requirements to ensure that all machinery or equipment with the potential for unexpected operation, movement, release of energy or the release of hazardous materials, have been locked out prior to work being performed on it. The Contractor shall familiarise himself with the SANBI procedure (available through the Responsible SANBI Representative) and shall at all times adhere to its requirements. The Responsible SANBI Representative must first be notified and approval granted before any equipment that comprises part of the finished work can be put into operation or energised.

Lock-out and tag-out procedures will be applied for the servicing and maintenance of machines and equipment in which the unexpected energising or start-up of the machines or equipment or the release of stored energy could cause injury or death to any personnel. An energy source includes any source of electrical, mechanical, hydraulic, chemical, thermal, stored, ionising and non-ionizing, or other energy.

The Responsible SANBI Representative is to identify all sources of energy which need to be locked out and communicate this to the Contractor Supervisor.

The Contractor must only use locks made by a reputable manufacturer when locking out any energy source at SANBI facilities. The Contractor will be responsible for the supply and control of all locks needed for lock-out.

All locks used for lock out at any SANBI facility will require a hard plastic tag. All lock-out tags will require the following information; Danger, Lockout, Contractor Company Name, Contract Supervisor Name, Contractors Site Phone Number. The Contractor will be responsible for supplying all tags needed for lockout.

The unauthorised removal of Lock-out locks is considered a serious safety violation and will be regarded as a breach of contract.

No work shall be performed on electrical equipment that is energised. Such equipment must be "locked out" prior to working on it.

Only grounded equipment shall be used for power supply. Plugs and cords shall be maintained in good repair. Where conditions dictate a ground fault interruption protection power supply shall be used.

Under no circumstance shall a connection be made to any power outlet except through an approved plug. Insertion of bare wires into any power outlet is strictly prohibited.

12. Portable electrical equipment

All Portable Electrical Equipment including personal items brought onto SANBI property shall be clearly identified on a register, inspected at intervals not exceeding 3 months and maintained in a safe working condition. The Contractor shall provide such register for inspection by the Responsible SANBI Representative on request. SANBI reserves the right to immediately require the removal from its property of any portable electrical equipment which does not comply with SANBI safety requirements.

13. Tools and equipment

The Contractor shall ensure that all machinery, tools and equipment are inspected by a competent person, prior to delivery to site.

No machinery, tools or equipment will be allowed onto the work site that are sub-standard or pose a threat to the health and safety of any person.

All machinery, tools and equipment will be subject to inspection by the Responsible SANBI Representative or his delegate prior to use on site and at such intervals thereafter as he may determine.

All machinery, tools and equipment will be regularly inspected by a competent person appointed by the Contractor, as required by legislation and best practice.

Registers of such inspections will be kept.

All Contractors' tools and equipment will be marked and identified in such a manner that it can be easily traced.

The Contractor shall ensure that all relevant Safety signage is prominently displayed as required by legislation, the Responsible SANBI Representative and best practice. Symbolic PPE pictograms and No Unauthorised Entry signs are typical examples.

14. Motor vehicles and mobile equipment

Contractors' motor vehicles and other mobile equipment shall at all times be maintained in a safe and legally roadworthy condition and shall be suitable to the nature of the roads to be travelled.

All motor vehicles will be subject to an inspection by the Responsible SANBI Representative or his delegate prior to being allowed to be used on site.

All seats must be fitted with an approved seatbelt and seatbelts shall be worn by all persons in the vehicle at all times whilst the vehicle is in motion.

All motor vehicles and mobile equipment must have headlights switched ON at all times whilst in motion.

The Contractor will provide suitable personnel carrying vehicles for transportation of the Contractors workforce and staff to, from and on the work site.

As far as possible, the carrying of personnel in the open load bin of any vehicle is actively discouraged. Where this is unavoidable for sound operational reasons, seats, seat belts and substantial roll-over protection should be fitted. As an absolute minimum, substantial "labour rails" must be installed. All persons so carried must remain seated on the bed of the load bin whilst the vehicle is in motion. No person shall be permitted to stand in the back of any motor vehicle whilst in motion.

The simultaneous transportation of personnel and unsecured tools or equipment is strictly prohibited.

15. Waste management

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/permitted 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.

16. 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
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