



SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: SANBI G376/2020

**REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE ROOF
REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC)
AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL
GARDEN, CAPE TOWN**

PROCUREMENT DOCUMENT

OCTOBER 2020

Issued by:

South African National Biodiversity Institute
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PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

Advertising date:	02 October 2020	Closing date:	06 November 2020
Closing time:	11:00	Validity period:	90 days

T1.1 Tender Notice and Invitation to Tender

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

The appointment of a contractor for the roof replacement at the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden.

Tender documents will be available as from **02 October 2020** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

SANBI is committed to the health and safety of all bidders and staff members and reducing the spread of COVID-19. As a result, with guidance from regulations published by the National Department of Health, **no briefing session or site inspection will be held.**

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email address below.

Department: Supply Chain Management
Email: Sanbi.Tenders@sanbi.org.za
Cc: Amjad.Hendricks@zutari.com and eduan.smit@deltabec.com
Cut-off date for enquiries: **16 October 2020 at 12:00**

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

SANBI Representative (Technical Queries Only)	Mr Eduan Smit Delta Built Environment Consultants (Pty) Ltd eduan.smit@deltabec.com
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of tenders is **11:00** on **06 November 2020**.

The tenders will **NOT** be opened in public (please note that the two-envelope system is being followed). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

T1.2 Tender Data

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

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

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

Clause number	Tender Data
C.1.1.1	The Employer is: South African National Biodiversity Institute (SANBI): The Employer's domicilium citandi et executandi (permanent physical business address) is: Pretoria National Botanical Garden 2 Cussonia Avenue, Biodiversity Centre Brummeria, Pretoria The Employer's address for communication relating to this project is: Private Bag X101 Silverton 0184
C.1.2	The Tender Documents issued by the Employer comprise the following documents: PART T: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable documents/schedules PART C: THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health & Safety Agreement 37(2) Part C2: Pricing Data C2.1 - Pricing Instructions C2.2 - Bill of Quantities

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

Clause number	Tender Data
	Part C3: Scope of Works C3.1 - Description of the works C3.2 - Construction Part C4: Site Information C4.1 - Site location Annexures Annexure A – Health and Safety Specification
C.1.4	The employer's agent is: Delta Built Environment Consultants (Pty) Ltd Contact Person: Mr Eduan Smit Tel: 012 368 1850 / 082 966 5667 Fax: 012 348 4738 E-mail: eduan.smit@deltabec.com
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further. (a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4 GB class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 3GB class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (b) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of clause C.3.8.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list
C.2.8	Request clarifications at least 7 working days before the closing time.

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

Clause number	Tender Data
C.2.12	Main tender offers are required to be submitted together with alternative tenders. If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: - Financial: 1 original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantity; and - Technical: 1 copy excluding Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bill of Quantities. INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE ONE COPY WILL LEAD TO THE BID BEING DISQUALIFIED. The original document will be placed in one envelope and the one copy will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following: - The address as stated in C.2.15.1 below - The identification details as stated in C.2.15.1 below - Name of the Tenderer - The words "Not be opened before the Tender opening" The technical and Financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Clause number	Tender Data
C.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender box: Biodiversity Centre Physical address: Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria Identification details: Tender number: SANBI G376/2020 Title of Tender: Appointment of a contractor for the roof replacement at the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden, Cape Town
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is 90 days.
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (1) withdraws his tender; (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Tender Documents will not be returned to bidders
C.2.23	The tenderer is required to submit with his tender following (failure to provide below documentation will result in the tender being rejected): 1) A copy of the Central Suppliers Database (CSD) registration report or registration number. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) 3) UIF compliance demonstrated by submission of one of the following: • A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or • Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or • SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or • Valid proof of exemption for UIF. 4) Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour. 5) A valid certified copy or original Broad-Based Black Economic Empowerment (B-BBEE) Status Level 1 certificate. Note that for this tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) a Tenderer having a B-BBEE status level of contributor Level 1.

Clause number	Tender Data
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.4.1	The tenders will not be opened in public
C.3.5.1	The two-envelope system will be followed for this Tender.
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in Annexure A .
C.3.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: - the tenderer submits a copy of the CSD registration report or registration number (refer to T2.1.13); - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.12); - the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector (refer to SBD 8 – T2.1.17); - the tenderer has not (refer to SBD 8 – T2.1.17): - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.16); - the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA); - the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. - UIF compliance demonstrated by submission of one of the following: - A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or - Valid proof of exemption for UIF. - A valid certified copy or original Broad-Based Black Economic Empowerment (B-BBEE) Status Level 1 certificate. Note that for this tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) a Tenderer having a B-BBEE status level of contributor Level 1.

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1 Stage 1: Eligibility and Administrative compliance

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

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

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

2 Stage 2: Functionality

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

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

Scoring quality

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

FUNCTIONALITY CRITERIA		
ID	CRITERIA	POINTS
1	Implementation method and project plan or programme • Method to be followed in delivering this project • Weekly plan/programme with milestones	25 (15) (10)
2	Contractor's Experience • Three reference letters regarding work of similar scope and scale completed in last three years (with specific reference to roof replacement or repair work) • List of at least five other similar projects with telephonic references and indicating value of works completed	35 (15) (20)
3	Contractor's Resources – Personnel and Plant	40

	Proposed personnel:	(25)
	- CVs for proposed key personnel member 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:	(15)
	- Equipment owned by contractor - Equipment to be rented (if any) – with preferred rental companies	
TOTAL		100

Functionality shall be scored by not less than three evaluators in accordance with the following schedules:

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

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

The minimum number of evaluation points for functionality proposal is **70 points** in order to progress to stage 3 of the evaluation

3 Stage 3: Tender Price and Preference

The tenderers who complied with the functionality criteria in stage 2 are considered for further evaluation in terms of their Tender Price and Preference points.

3.1 Correction of arithmetical errors

Pursuant to clause C.3.9 of the standard conditions of tender as amended in the Tender Data, correction of arithmetical errors shall be undertaken.

3.2 Calculation of score for Tender Price

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

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

Where:

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

W_f = the weighting given to financial offer, determined as follows:

- 90 where the Tender Price, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or
- 80 where the Tender Price, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.

P_t = Tender Price of the tender under consideration

P_{min} = Tender Price of the lowest responsive tender

In the event that the calculated value of N_F is negative, the allocated score shall be 0

3.3 Calculation of Preference points

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

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

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

Eligibility for preference points is subject to the following conditions:

- (1) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February

2016, alternatively a B-BBEE Certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry; and

- (2) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form T2.1.06; and
- (3) The certificate shall:
 - (a) be an original or an original certified copy of the original; and
 - (b) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (c) have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), and
- (4) The Verification Certificate must be valid at the tender closing date; and
- (5) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data C.2.15.2); and
- (6) Compliance with any other information requested to be attached to Form T2.1.06; and
- (7) If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- (8) Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; and
- (9) In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

3.4 Financial and Preference

After calculation of the scores for Tender Price and for Preference, a combined score will be calculated as follows:

$$NT = NF + NP$$

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

NP = Score for Preference

The tender with the highest score should be recommended for appointment.

Annexure C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt 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;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if 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.

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

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

C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers

proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal

Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	Cost effective

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	☒ Yes ☐ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	☒ Yes ☐ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	☒ Yes ☐ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	☒ Yes ☐ No
Capacity of Tenderer (T2.1.05)	3 Pages	☒ Yes ☐ No
Preference Point System (T2.1.06)	6 Pages	☒ Yes ☐ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	☒ Yes ☐ No
Estimated Monthly Expenditure (T2.1.08)	1 Page	☒ Yes ☐ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	☒ Yes ☐ No
Unemployment Insurance Fund (UIF) (T2.1.19)	1 Page	☒ Yes ☐ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Copy of CSD Registration Certificate (T2.1.14)	1 Page	■ Yes ☐ No
Financial Reference (T2.1.15)	1 Page	■ Yes ☐ No
Equipment Datasheets (T2.1.20)	1 Page	■ Yes ☐ No
Proof of Liability Insurance (T2.1.22)	1 Page	■ Yes ☐ No
SBD 6.2 Local Content Declaration and Annexures B, C, D & E	7 Pages	■ Yes ☐ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Record of Addenda to Tender Documents (T2.1.16)	1 Page	■ Yes ☐ No
Compulsory Enterprise Questionnaire (T2.1.17)	3 Pages	■ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Applicable Form of Guarantee	3 Pages	■ Yes ☐ No
Priced Bill of Quantities	44 Pages	■ Yes ☐ No

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

RETURNABLE DOCUMENT CHECKLIST

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

A TECHNICAL ENVELOPE (1 COPY)

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.09	Site Inspection Certificate	
T2.1.10	Declaration of Interest	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board (T2.1.12)	
T2.1.13	Original Valid Tax Clearance Certificate	
T2.1.14	CSD Registration Certificate	
T2.1.15	Financial Reference	
T2.1.16	Record of Addenda to Tender Documents	
T2.1.17	Compulsory Enterprise Questionnaire	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.19	Unemployment Insurance Fund (UIF)	
T2.1.22	Proof of Liability Insurance	
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
SBD 9	Certificate of Independent Quotation Determination	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	
Form T2.1.08	Estimated Monthly Expenditure	
SBD 6.2	Local Content Declaration and Annexures	

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

T2.2 Returnable documents/Schedules

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

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

ENTERPRISE STAMP

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

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

.....

.....

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

Held at (place)

On (date)

RESOLVED that:

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

.....

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

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

.....

.....

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

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

Name of Contractor	Proportion (%)

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

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4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address:

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

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

Note:

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

ENTERPRISE STAMP

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

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

*Mr/Mrs/Ms:

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

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Employer 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Employer for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Employer, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Employer referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address:.....

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

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

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

Name of representative	Signature	Capacity	Date

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

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

Skilled technicians employed		Unskilled employees employed	
Categories of technicians	Number	Categories of employees	Number

- 1.1. Provide full particulars of:

Machinery	Equipment	Workshops

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

2.1. Current projects:

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

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

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden
Contract: **SANBI G376/2020**

2.2. Previous projects:

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

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

T2.1.06: PREFERENCE POINT SYSTEM

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

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

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

1. GENERAL CONDITIONS

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

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

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

or

b) Either the 80/20 preference point system will be applicable to this tender

1.2 Points for this bid shall be awarded for:

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

1.3 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

1.4 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.

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

2. DEFINITIONS

- (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:

80/20

or

90/10

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

Where

P_s = Points scored for 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	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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 last 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 BIDDERS(S)

DATE:

ADDRESS

.....

.....

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

[illegible]

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden
Contract: **SANBI G376/2020**

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

T2.1.08: ESTIMATED MONTHLY EXPENDITURE

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

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

MONTH	VALUE
1	R
2	R
3	R
	COMPLETION OF CONTRACT
TOTAL	R

T2.1.10: DECLARATION OF INTEREST

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

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

☐ YES ☐ NO

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

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

Duly signed at on thisday of..... (month) of (year)

.....
Full name of signatory

.....
Name of Bidder / Tenderer

.....
Capacity of Signatory

.....
Signature

COMMISSIONER OF OATHS

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

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

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

The nature of the disability is as follows:

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

Thus signed at on this day of of

.....
Signature

.....
Date

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

T2.1.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

T2.1.15: FINANCIAL REFERENCES

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank in which it is declared how he conducts his account. The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition C3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Details of Company's Bank

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

T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

T2.1.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: PSIRA registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary.

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

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

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

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

*Insert separate page if necessary.

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

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

Signed: Date:

Name: Position:

Enterprise name:

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

T2.1.19: UNEMPLOYMENT INSURANCE FUND (UIF)

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

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

T2.1.22: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

The tender shall append their Proof of Liability Insurance behind this page.

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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Roof and Cladding</u>	<u>100</u> %
<u>Gutters and downpipes</u>	<u>100</u> %

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

4. 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.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.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:

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

ANNEXURE C

Annex C

Local Content Declaration - Summary Schedule

(C1)

Tender No: G376/2020

(C2)

Tender description: SANBI CBC Building Roof Replacement

(C3)

Designated product(s): Roof & Cladding; Gutters & Downpipes

(C4)

Tender Authority: SANBI

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

(C7)

Specified local content % :

Note: VAT to be excluded from all calculations

Pula

EU

GBP

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Profiled metal sheeting and accessories										
1.1	Roof covering with pitch not exceeding 25 degrees						100%	3 630			
1.2	460mm Girth ridge capping						100%	263			
1.3	308mm Girth sidewall flashing						100%	13			
2	Rainwater disposal										
2.1	125 x 85 x 0.6mm thick gutters						100%	540			
2.2	80mm dia x 0.6mm thick rainwater downpipes						100%	355			
2.3	stopped end						100%	28			
2.4	outlet for downpipes						100%	70			
2.5	outlet for bends						100%	66			
2.6	outlet for shoe						100%	66			
(C20) Total tender value											
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
(C23) Total Imported content											
(C24) Total local content											
(C25) Average local content % of tender											%

Signature of tenderer from Annex B

Date:

ANNEXURE D

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No: G376/2020
(D2) Tender description: SANBI CBC Building Roof Replacement
(D3) Designated Products: Roof & Cladding; Gutters & Downpipes
(D4) Tender Authority: SANBI
(D5) Tendering Entity name:
(D6) Tender Exchange Rate: Pula

Note: VAT to be excluded from all calculations

EU GBP

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

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

Date:

This total must correspond with Annex C - C 23

ANNEXURE E

(E1)	Tender No.	G376/2020
(E2)	Tender description:	SANBI CBC Building Roof Replacement
(E3)	Designated products:	Roof & Cladding; Gutters & Downpipes
(E4)	Tender Authority:	SANBI
(E5)	Tendering Entity name:	

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**SANBI G376/2020: APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT
AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND
SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN,
CAPE TOWN**
(Bid Number and Description)

in response to the invitation for the quote made by:

SANBI (Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as

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

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.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C1.1 Form of Offer and Acceptance

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

THE APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT TO THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Contractor** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rand;

R (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Tenderer:

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

Name & signature of witness Date

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

Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Employer:

.....

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

Name & signature of witness Date

.....

Schedule of Deviations

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

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

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

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date

CONFIRMATION OF RECEIPT

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

The..... *[day]*

of *[month]*

20.....*[year]*

at *[place]*

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C1.2 Contract Data

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (July 2007 Edition 5.0 - Reprint 1)** published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement.

The **ASAQS Preliminaries (November 2007 Edition)** published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in the bills of quantities.

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

Section C1.2.1: Contract Data: Employer to Contractor (EC)

Employer Addendum Code 2101-EC

For information purposes only. To be signed on appointment.

Introduction

This addendum contains all variables referred to in the **Principal Building Agreement** that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

Definitions

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.

Provision of Contract Data

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the contract data.

Reference Clauses

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

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CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 [1.2]	Employer:	South African National Biodiversity Institute	
	Postal Address:	Private Bag X101, Silverton, Gauteng	Code: 0184
	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	Code: 0184
	Tel no.:	012 843 5000	Fax no.: 012 843 5205
	VAT no.		
	E-mail:		
1.2 [5.1]	Principal Agent:	Delta Built Environment Consultants (Pty) Ltd.	Person: Mr Eduan Smit
	Postal Address:	P.O. Box 35703, Menlo Park, Gauteng	Code: 0102
	Tel no.:	012 368 1850	Fax no.: 012 348 4738
	E-mail:	eduan.smit@deltabec.com	
1.2 [5.2]	Agent (1):	Zutari	Person: Mr Amjad Hendricks
	Agent's Service:	Programme Manager	
	Postal Address:	1 Century City Drive Century City	Code: 7441
	Tel no.:	021 526 9416	Fax no.: 021 526 9400
	E-mail:	Amjad.Hendricks@zutari.com	
1.3 [5.2]	Agent (2):		
	Agent's Service:		
	Postal Address:		Code:
	Tel no.:		Fax no.:
	E-mail:		
1.4 [5.2]	Agent (3):		Person:
	Agent's Service:		
	Postal Address:		Code:
	Tel no.:		Fax no.:
	E-mail:		
1.5 [5.2]	Agent (4):		Person:
	Agent's Service:		

South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**

	Postal Address:	_____	Code:	_____
	Tel no.:	_____	Fax no.:	_____
	E-mail:	_____		
1.6 [5.2]	Agent (5):	_____	Person:	_____
	Agent's Service:	_____		
	Postal Address:	_____	Code:	_____
	Tel no.:	_____	Fax no.:	_____
	E-mail:	_____		
1.7 [5.2]	Agent (6):	_____	Person:	_____
	Agent's Service:	_____		
	Postal Address:	_____	Code:	_____
	Tel no.:	_____	Fax no.:	_____
	E-mail:	_____		
1.8 [5.2]	Agent (7):	_____	Person:	_____
	Agent's Service:	_____		
	Postal Address:	_____	Code:	_____
	Tel no.:	_____	Fax no.:	_____
	E-mail:	_____		
1.9 [5.5]	Interest of principal agent or other agent in the project.	(Yes / No)	No	
	Details where "yes":	N/A		
1.10	The principal agent named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified.			

2.0 CONTRACT AND SITE INFORMATION

2.1 [1.7]	The law applicable to this agreement:	(Country / State)	RSA
2.2 [1.1]	Works identification:	Appointment of a contractor for the roof replacement at the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden, Cape Town	
2.3 [1.1]	Site description:	SANBI Kirstenbosch National Botanical Garden	
2.4 [15.2.1]	Possession of the site is to be given on:	(Date)	Within 5 (five) working days after receipt of documentary evidence that: • Insurances have been effected [12.2]; • Security has been provided to the Employer [14.1]; • Contractor's Lien has been signed; • Safety Plan has been approved by the Employer.
2.5 [15.3]	Period for the commencement of the works after the contractor takes possession of the site:	(Working days)	5 (Five)
2.6 [15.4], [28.0]	Completion of the works in sections is required.	(Yes / No) No	(No. of sections) N/A
2.7 [3.3], [31.16.2]	Waiver of the contractor's lien or right of continuing possession is required.	(Yes / No)	Yes
2.8 [16.1]	Defined restrictions to the site area. Where "yes" the specific requirements are described below or detailed in the contract documents.	(Yes / No)	No
2.9 [16.4]	Geotechnical investigation of the site has been undertaken. Where "yes" the results are included in the contract documents.	(Yes / No)	N/A
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents.	(Yes / No)	Yes
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.	(Yes / No)	Yes
2.11.1	Water	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) B
2.11.2	Electricity	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) B
2.11.3	Telecom	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) A
2.11.4	Ablutions	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) A

2.12 [16.8]	Protection of existing trees and shrubs is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
3.0 INSURANCE AND SECURITIES			
3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	Contract Sum Plus 20%
	With a deductible of:	(Amount)	R20 000
3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	R5 000 000 per claim
	With a deductible of:	(Amount)	R20 000
3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	N/A
	Type:	N/A	
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 [24.3.1], [30.1-36]	For the works as a whole: The date for practical completion and the penalty per calendar day is:	3 months after date of site handover	R3 000-00 per calendar day (Excl. VAT)

Or

		Date	Penalty Amount
4.2 [24.3.1], [28.1]	For the works in sections : The date for practical completion and the penalty per calendar day is:		
	Section 1	N/A	R
	Section 2	N/A	R
	Section 3	N/A	R
	Section 4	N/A	R

5.0 DOCUMENTS AND GENERAL

5.1 [3.7]	Construction document copies to be supplied to the contractor free of charge.	(No. of copies)	3
5.2 [3.9]	The priced document may be used as a specification of materials and goods and work methods.	(Yes / No)	Yes
5.3 [3.10]	The contractor shall provide a schedule of rates.	(Yes / No) No (Addendum No.)	Refer to Bill of Quantities
5.4 [3.11]	Changes made to JBCC standard documents.	(Yes / No) Yes (Addendum No.)	Refer to Point 6 below
5.5 [15.1.1]	On acceptance of the tender the priced document is to be submitted within the stated working days .	(No. of days)	Priced document to be submitted with Tender
5.6 [22.2]	Work to be undertaken by direct contractors .	(Yes / No) No (Addendum No.)	N/A
5.7 [24.9]	On achievement of practical completion the contractor is to hand over all certificates and manuals etc. related to the works.		
5.8 [31.1]	Interim payment certificate to be issued by:	(Date of Month)	25 th
5.8 [4.1]	The following items of works shall be designed by the Contractor:		
	(1) All guarantees	(2) Roof sheeting certificate of compliance	
	(3) Roof structure certificate of compliance (If applicable)	(4) Certificate of asbestos removal/disposal (If applicable)	
	(5)	(6)	

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

“CONSTRUCTION PERIOD” means the period commencing on the date of acceptance of the bid as stated in [15.2.1] And ending on the date of **practical completion**

“INTEREST” means the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.2 *Replace the last sentence with the following:*
[3.6]

The original signed set of contract documents shall be held by the **Employer**.

6.3 *Replace the clause with the following:*
[5.1]

In terms of the clauses listed hereunder the **Employer** has retained its authority and has not given a mandate to the **Principal Agent**. The **Employer** shall sign all documents in relation to the following clauses:

20.1, 20.7, 26.2.1, 26.3.1, 29.1, 29.2, 29.4.1, 29.4.3, 29.7, 29.8, 32.1, 32.6.2, 32.15, 34.3

Copies of the signed documents shall be provided to the **Principal Agent**.

6.4 *Replace the clause with the following:*
[8.4]

The **Contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **Employer** against any such damage. The **Contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **Contractor** may deem necessary.

6.6 *Add the following clause:*
[9.3]

The **Employer's** rights to claim damages for the **Contractor's** omissions and actions will not be affected.

6.7 *Replace the clause with the following:*
[10.1]

The **Contractor** shall effect contract works insurances and, where available, supplementary insurance in respect of civil commotion, riot and strike shall be effected for the **works** for the Contractor's all risk and, in addition, covering the **Contractor's** subcontractors. Such insured amounts shall include the full value of materials and goods supplied by the **Employer** to the Contractor. Supplementary insurance shall not be effected where the **Employer** makes such an election as stated in [11.1.2 – 3]

6.8 *Add the following clause:*
[11.2]

The **Contractor** shall effect public liability insurance for not less than the amount and the deductible as stated in [10.1.3]. In addition the **Contractor** shall affect any relevant workmen's compensation or similar insurances as are required by **law**. The **Contractor** shall ensure that his sub-contractors effect their own similar insurances.

6.9 *Add the following clause:*
[11.3]

Should the **Employer** decide that the execution of the works could cause the weakening or interference with the support of the land adjacent to the **site**, the **Employer** shall state in [11.1.1] That the **Contractor** shall effect support insurance

6.12
[12.3] *Replace the clause with the following:*

Where the **Contractor** fails to effect any of the required insurances or to keep them in force, the **Employer** may cancel this agreement in terms of clause [36.0]

6.13
[12.4] *Replace the clause with the following:*

Before effecting support insurance in terms of [11.2] the **Contractor** shall engage an engineer or technologist to design and inspect the provision of the necessary support.

6.14
[14.1] *Replace the clause with the following:*

Security:

The securities to be provided by the **Contractor** are:

- (1) Variable construction guarantee
- (2) Fixed construction guarantee
- (3) Advance payment guarantee

6.14
[15.2.1] *Replace the clause with the following:*

Give the **Contractor** possession of site within ten (10) **working days** of the commencement of the **construction period** provided that the **Contractor** has complied with the terms of [15.1.1] and [15.1.2]

6.15
[25.3] *Replace the clause with the following:*

Should the **Principal Agent** not issue a **works completion** list, in terms of [25.1] or [25.2.2], within seven (7) **calendar days** from the end of the inspection period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **works completion** list within seven (7) **calendar days** of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **works completion** list. Should the **Employer**:

6.16
[25.3.1] *Replace the clause with the following:*

Not issue such **works completion** list within seven (7) **calendar days**, then the **certificate of works completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **works completion** shall be deemed to have been achieved on such date.

6.17
[25.3.2] *Replace the clause with the following:*

Issue a **works completion** list and the work on the **works completion** list not have been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **works completion** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [25.2.2] until such items have been completed to the satisfaction of the **Employer**.

6.18
[26.1] *Replace the clause with the following:*

The defects liability period for the works shall commence on the date of works completion and end after three hundred and sixty-five (365) **calendar days** for items stated in the **bills of quantities**.

6.19
[26.4] *Replace the clause with the following:*

Should the **Principal Agent** not issue a **defects** list in terms of [26.2.2 or 26.3.2], within seven (7) **calendar days** from the end of the **defects** liability period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **defects** list within seven (7) **calendar days** of receipt of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **defects** list. Should the **Employer**:

6.20
[26.4.1] *Replace the clause with the following:*

Not issue such **defects** list within seven (7) **calendar days**, then the **certificate of final completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **final completion** shall be deemed to have been achieved on such date.

6.21
[26.4.2] *Replace the clause with the following:*

Issue a **defects** list and the work on the **defects** list has not been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **defects** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [26.3.2] until such items have been completed to the satisfaction of the **Employer**

6.22
[26.6] *Replace the clause with the following:*

A **certificate of final completion** issued in terms of [26.0] shall be *prima facie* evidence as to the sufficiency of the **works** and that the Contractor's obligations in terms of [2.0] and [15.0] have been fulfilled other than for **latent defects**.

6.23
[27.1] *Replace the clause with the following:*

The **latent defects** liability period shall commence at the start of the **construction period** and end ten (10) years from the date of **final completion** where **final completion** in terms of [26.0] is achieved.

6.24
[27.2] *Replace the clause with the following:*

Where cancellation of this **agreement** occurs before the achievement of **final completion** the **latent defects** liability period shall end ten (10) years from the date of cancellation.

6.27
[31.4.2] *Replace the clause with the following:*

A reasonable estimate of the value of **materials and goods** in terms of [31.6] unless the **Employer** elects not to pay for such.

6.29
[31.9] *Replace the clause with the following:*

The **Employer** shall pay the **Contractor** the amount certified within thirty (30) **calendar days** of the date for issue of the **payment certificate**. Payment shall be subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.

6.30
[31.11.2] *Replace the last sentence with the following:*

The principle agent shall calculate such default interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

- 6.31
[31.12] *Replace the clause with the following:*
- Where a **payment certificate** reflects an amount in favour of the **Employer**, the **Contractor** shall pay the amount certified within twenty-one (21) **calendar days** of the date of issue of the **payment certificate**. Where such an amount has not been paid, the **Contractor** shall be liable for default interest and the **Principal Agent** shall include such an amount in the **recovery statement** in terms of [33.0]. Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due. The **Principal Agent** shall calculate such interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 6.32
[34.1] *Replace the clause with the following:*
- The **Contractor** shall cooperate with and assist the **Principal Agent** in the preparation of the **final account** by timeously providing all relevant documents on request. The **Principal Agent** shall issue the final account to the **Contractor** within one hundred and twenty (120) **working days**.
- 6.33
[34.2] *Add the following clause:*
- The **Principal Agent** shall allow the **Employer** twenty (20) **working days**, within the period provided in [34.1] to accept the **final account** before presentation to the **Contractor** in terms of [34.3]
- 6.34
[34.5] *Add the following:*
- The final payment certificate shall be issued by the **Employer**.
- 6.35
[34.9] *Replace the clause with the following:*
- The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.
- 6.36
[34.10] The **Employer** shall pay to the **Contractor** the amount certified for payment in the final **payment certificate** within thirty (30) **calendar days** of the date of issue of the final **payment certificate** subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.
- 6.37
[34.12] *Replace the last sentence with:*
- Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 6.38
[36.1] *Replace the clause with the following:*
- The **Employer** may, without prejudice of any other rights available to him, cancel this **agreement** where the **Contractor**:
- 6.39
[36.2] *Replace the clause with the following:*
- Where the **Contractor** is in default, the **Employer** may notify the **Contractor**, either directly or through the **Principal Agent**, of his default and of the **Employer's** intention to cancel this **agreement** in terms of [36.1], should the default not be remedied.
- 6.40
[37.2] *Replace the clause with the following:*
- Where the **Employer** considers cancelling this **agreement** in terms of [37.1] the **Employer** shall notify the **Contractor** of the **Employer's** intention to cancel this **agreement**.

6.41
[39.2] *Add the following clause:*

The **Employer** shall be entitled at any time to unilaterally terminate or cancel this **agreement** or any part thereof. Save for the following the **Contractor** shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this **agreement**. The **Employer** shall be obliged to pay the **Contractor** as damages and/or loss of profit the lesser of:

6.42
[39.2.1] *Add the following clause:*

An amount not exceeding ten per cent (10%) of the **contract sum**.

6.43
[39.2.2] *Add the following clause:*

Ten per cent (10%) of the value of incomplete work.

6.43
[39.2.3] *Add the following clause:*

The **Contractor's** actual damage or loss as determined by the **Employer** after receipt of evidence substantiating any such damage or loss.

6.44
[40.2.2] *Replace the clause with the following:*

Litigation where the **Employer** so elects. Institution of the action shall be commenced and process served with one (1) year from the date of existence of the dispute, failing which the dispute shall lapse.

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

Changes made to the standard JBCC document are listed in section 6 above.

8.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....
Principal Agent

.....
Date

Section C1.2.2: Contract Data: Contractor to Employer (CE)

Contractor Addendum Code 2101-CE

Introduction

This addendum contains all variables referred to in the Principal Building Agreement that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

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4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1

[1.2]

Contractor:

Postal Address:

Code:

Physical Address:

Code:

E-mail:

Tel no.:

Fax no.:

VAT no.:

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1
[14.3]

Variable Construction Guarantee

(Yes / No)

2.1.2
[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

2.1.3
[14.5]

Advanced Payment is required. Where "Yes"

Amount

N/A

2.1.4
[14.5]

An Advance Payment Guarantee to be provided

(Yes / No)

No

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 Payment of preliminaries

The payment of preliminaries shall be according to the option selected by the **contractor**. The amount included in each monthly **payment certificate** in respect of preliminaries as stated in the **contract data** shall be:

3.1.1 Option A

Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding:

- The amount for preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

3.1.2 Option B

Calculated from the priced items in the **bills of quantities / lump sum document**. The **contractor** and the **principal agent** shall agree on a division of the priced preliminaries items into:

- An initial or establishment charge
- A monthly charge
- A final or disestablishment charge

All inclusive of **tax**.

In arriving at such a division cognizance shall be taken of such factors as:

- Premiums for annually renewable insurance policies.
- Plant, scaffolding and the like remaining the property of the **contractor** or the hiring company and the capital costs thereof not treated as part of the initial charge.

Where the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised **construction period** and the amounts already paid to the **contractor**.

Should the **contractor** and the **principal agent** be unable to agree such division then the **principal agent** shall make a division of the amount of preliminaries to be incorporated in the valuations of each monthly **payment certificate**.

3.2 Adjustment of preliminaries

The amount of items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries.

Adjustment of preliminaries in terms of Options A or B shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the options as selected in the **contractor's tender**.

For the adjustment of the preliminaries both the **contract sum** and the **contract value** shall exclude:

- The amount of preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

3.2.1 Option A

The amount of preliminaries shall be adjusted in the following categories:

- An amount which shall not be varied.
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**.
- An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement**.

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent**.

Should the **contractor** fail to provide such information within the period stipulated then the amount for preliminaries shall be deemed to be subdivided into the following proportions:

- 10% (ten percent) which amount shall not be varied.
- 15% (fifteen percent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**.
- 75% (seventy-five percent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period**.

For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7,5% (seven and a half percent) of the contract sum excluding:

- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**.

Where sectional completion is required in terms of the agreement, the contractor shall provide the **principal agent** with the division of the above categorised amounts into sections. Should the **contractor** fail to provide such information within the period stipulated the categorised amounts shall be prorated to the value of each section.

3.2.2 Option B

The **contractor** shall, within fifteen (15) **working days** of taking possession of the site, provide the **principal agent** with a detailed breakdown of the amount for preliminaries. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for preliminaries. The **contractor** shall show the periods to which the individual items related with the charge rate for such items by means of a **programme** all to the satisfaction of the **principal agent**.

Where sectional completion is required in terms of the **agreement**, the **contractor** shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the **contractor** fail to provide such information within the period stipulated, Option A shall apply.

3.2.3 Payment certificate cash flow

The **contractor** shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.

3.2.4	The contract value shall be adjusted according CPAP [3.1]	(Yes / No)	No
3.2.5	Payment of preliminaries [3.1.1-2]	(A or B)	
3.2.6	Adjustment of preliminaries [3.2.1-2]	(A or B)	

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

4.1	Changes (if any) in terms of the Employer's Contract Data are accepted [3.11]. Where "no" an addendum referenced to this clause is to be attached.	(Yes / No)	Yes. Refer to EC 6
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5.0 THE TENDER

- 5.1 This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.
- 5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.
- 5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.
- 5.4 The lowest or any tender will not necessarily be accepted.
- 5.5 This tender shall remain in full legal force for **one hundred and twenty (120) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.
- 5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.
- 5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

5.8 TENDER SUM COMPILATION

Amount

5.8.1 Tenderer's work including **prime cost amounts**

R

5.8.2 **Employer allowances** stated by the **principal agent**

R

5.8.3 **SUB TOTAL**

R

5.8.4 *Add tax* on 5.8.3

R

5.8.5 **TOTAL TENDER SUM inclusive of tax**

R

5.8.6 Tender Sum in words

Thus done and signed at on

.....
Name of Signatory

.....
Capacity of Authorised Signatory

.....
As witness

.....
for and on behalf of the Tenderer who
warrants authorisation hereto

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C1.3 Form of Construction Guarantee (Pro Forma)

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

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

1. With reference to the contract between (hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI G376/2020 for The appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical** (hereinafter referred to as the “contract”) in the amount of

R(insert amount),

..... (insert amount in words),
(hereinafter referred to as the contract sum),

I / We,

in my/our Capacity as and hereby
representing

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer's** disposal the sum of R....., (insert amount in figures)

..... (insert amount in words)
being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.

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

3. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
4. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
5. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
6. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the Guarantor's liability seizes.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

Signed at on this day of 20.....

AS WITNESS

1.

2.

.....
By and on behalf of

.....
.....
(insert the name and physical address of the Guarantor)

Name:

Capacity:
(Duly authorised thereto by resolution attached marked Annexure A)

Date:

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

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

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

5. With reference to the contract between (hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI G376/2020 for The appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden** (hereinafter referred to as the “contract”) in the amount of

R(insert amount),

..... (insert amount in words),
(hereinafter referred to as the contract sum),

I / We,

in my/our Capacity as and hereby
representing

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum of R....., (insert amount in figures)

..... (insert amount in words)
being 10% of the contract sum (excluding VAT), for the due fulfillment of the contract.

1. I / We advise that the **Guarantor’s** liability in terms of this guarantee shall be as follows:
- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **Guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **Guarantor’s** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **Guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to y the **Employer** the amount guaranteed on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.
5. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last **final payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
6. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

Signed at on this day of 20.....

AS WITNESS

1.

2.

.....
By and on behalf of

.....
.....
(insert the name and physical address of the
Guarantor)

Name:

Capacity:
(Duly authorised thereto by resolution attached
marked Annexure A)

Date:

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

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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

AGREEMENT MADE AND ENTERED INTO BETWEEN THE
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)
(Hereinafter called the “**EMPLOYER**”)

.....
(Contractor / Mandatary / Company / CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
WITNESS

.....
MANDATARY

Signed at this day of 20

.....
WITNESS

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

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C2.2 Bill of Quantities	104

PART C: THE CONTRACT

Part C2: Pricing Instruction and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C2.1 Pricing Instructions

1. GENERAL INFORMATION

- a. Bills of Quantities
The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.
- b. Value Added Tax
The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.
- c. Fixed Price Contract
Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.
2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.
4. The total tender price as carried forward to the tender form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful tenderer. Tenderers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.

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

6. The priced schedules of quantities of tender shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual tender prices and to rectify contradictions and thereby alter the total tender price as submitted. The acceptance of this tender does not preclude the principal agent from querying or requesting of the contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.
8. The quantities in these schedules of quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

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

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

12. Should the contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the tenderer should have been brought into account unless so detailed in the accompanying letter.
13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the

contractor's risk.

14. The unit rates as entered in the schedule of quantities with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

PART C: THE CONTRACT

Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C2.2 Bill of Quantities

Item No		Quantity	Rate	Amount
	<u>SECTION NO 1</u> <u>BILL NO 1</u> <u>PRELIMINARIES AND GENERAL</u> The exact and approved scope of works to be determined and agreed by the contractor and principal agent, and confirmed by the principal agent before any work commences <u>BUILDING AGREEMENT AND PRELIMINARIES</u> The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0 - reprint 1) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"			
	Carried to Collection		R	
	Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General			

	<u>PREAMBLES FOR TRADES</u> The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles <u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T) <u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u> <u>Definitions</u> 1 Clause 1.0 - Definitions and interpretation F:..... V:..... T:..... <u>Objective and preparations</u> 2 Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:..... 3 Clause 3.0 - Documents F:..... V:..... T:..... Carried to Collection Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General			
		Item		
		Item		
		Item		
			R	

4	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item			
5	Clause 5.0 - Employer's agents F:..... V:..... T:.....	Item			
6	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item			
7	Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented Health and Safety specification for the works (refer to Addendum A for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of Health and Safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....	Item			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item			
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item			
10	Clause 10.0 - General insurances F:..... V:..... T:.....	Item			
11	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item			
12	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item			
Carried to Collection			R		
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General					

13	Clause 13.0 - Assignment F:..... V:..... T:.....	Item			
14	Clause 14.0 - Security F:..... V:..... T:..... <u>Execution</u>	Item			
15	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item			
16	Clause 16.0 - Site and access The contractor will be given full access to the relevant sections to perform the work. The areas are to be closed off in order to prevent dust and noise The exact and approved scope of works to be determined and agreed by the contractor and principal agent, and confirmed by the principal agent before any work commences F:..... V:..... T:.....	Item			
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item			
18	Clause 18.0 - Setting out of the works F:..... V:..... T:.....	Item			
Carried to Collection			R		
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General					

19	Clause 19.0 - Temporary works and plant Clause 19.1.1 - <i>Enclosure of the works - All work is to be enclosed at all times with limited access, consisting of temporary partitioning, plastic, dust proof and works limited sound accoustics</i> Clause 19.1.2 - <i>Office accommodation for the contractor and the site meetings for the duration of the project.</i> Clause 19.2 - <i>Advertising rights and notice boards</i> F:..... V:..... T:.....	Item			
20	Clause 20.0 - Nominated subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n / s subcontractor for the execution of therelevant subcontract work F:..... V:..... T:.....	Item			
21	Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n / s subcontractor for the execution of therelevant subcontract work F:..... V:..... T:.....	Item			
22	Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....	Item			
23	Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....	Item			
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	<u>Completion (A24 - A30)</u>				
24	Clause 24.0 - Practical completion F:..... V:..... T:.....	Item			
25	Clause 25.0 - Works completion F:..... V:..... T:.....	Item			
26	Clause 26.0 - Final completion F:..... V:..... T:.....	Item			
27	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item			
28	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item			
29	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item			
30	Clause 30.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item			
	<u>Payment (A31 - A35)</u>				
31	Clause 31.0 - Interim payment The inclusion of materials and goods stored off site in the amount authorised for payment [Clause 31.6.5] F:..... V:..... T:.....	Item			
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32	Clause 32.0 - Adjustment to the contract value The tender is not subject to CPAP. The tenderer must allow in his/her rates for any possible escalation, price increases and fuel costs. F:..... V:..... T:.....	Item			
33	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item			
34	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item			
35	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item			
	<u>Termination (A36 - A39)</u>				
36	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item			
37	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item			
38	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item			
39	Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....	Item			
	<u>Dispute (A40)</u>				
40	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item			
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<u>Contract agreement (A41 - A42)</u>					
41	Clause 41.0 - Post tender provisions The contractor is to complete before submission of his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item			
42	Clause 42.0 - Contractual agreement The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
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<u>SECTION B - PRELIMINARIES</u>				
<u>Definitions and interpretation (B1)</u>				
43	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item		
<u>Documents (B2)</u>				
44	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
45	Clause 2.2 - Provisional bills of quantities These bills of quantities are provisionally measured and many the subsequent trades are budgetary allowances The Contractor and the Principal Agent will inspect the work and agree on the scope of work for each section/ building before any work is to continue. F:..... V:..... T:.....	Item		
46	Clause 2.3 - Availability of construction documentation F:..... V:..... T:.....	Item		
<u>Previous work and adjoining properties (B3)</u>				
47	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
48	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item		
49	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item		
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	<u>Samples, shop drawings and manufacturer's instructions (B4)</u>				
50	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item			
51	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item			
52	Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item			
53	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
	<u>Deposits and fees (B5)</u>				
54	Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item			
	<u>Temporary services (B6)</u>				
55	Clause 6.1 - Water F:..... V:..... T:.....	Item			
56	Clause 6.2 - Electricity F:..... V:..... T:.....	Item			
57	Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item			
58	Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item			
	<u>Prime cost amounts (B7)</u>				
59	Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item			
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	<u>Special attendance on n/s subcontractors (B8)</u>				
60	Clause 8.1 - Special attendance	Item			
	<u>General (B9)</u>				
61	Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item			
62	Clause 9.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item			
63	Clause 9.3 - Security of the works F:..... V:..... T:.....	Item			
64	Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item			
65	Clause 9.5 - Disturbance F:..... V:..... T:.....	Item			
66	Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item			
67	Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
68	Clause 9.8 - Vermin F:..... V:..... T:.....	Item			
69	Clause 9.9 - Overhand work F:..... V:..... T:.....	Item			
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	<u>Schedule of variables (B10)</u> Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract 10.1 - Provisional bills of quantities [clause 2.2] Yes/No The quantities are provisional only where stated Yes/No 10.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete Yes/No 10.3 - Previous work - dimensional accuracy [clause 3.1] 10.4 - Previous work - defects [clause 3.2] 10.5 - Inspection of adjoining properties [clause 3.3] 10.6 - Water [clause 7.2] Option A (by contractor) Yes/No Option B (by employer - free of charge) Yes/No Option C (by employer - metered) Yes/No 10.7 - Electricity [clause 7.3] Option A (by contractor) Yes/No Option B (by employer - free of charge) Yes/No Option C (by employer - metered) Yes/No Carried to Collection Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General			
			R	

	10.8 - Telecommunications [clause 7.4]				
	Telephone Yes/No				
	Facsimile Yes/No				
	E-mail Yes/No				
	10.9 - Ablution facilities [clause 7.5]				
	Option A (by contractor) Yes/No				
	Option B (by employer) Yes/No				
	10.10 - Protection of the works [clause 9.1]				
	10.11 - Protection/isolation of existing/sectionally occupied works [clause 9.2] Protection/isolation is require Yes/No				
	10.12 - Disturbance [clause 9.5]				
	10.13 - Environmental disturbance [clause 9.6]				
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SECTION C - SPECIFIC PRELIMINARIES				
70	Site instructions Contract instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor F:..... V:..... T:.....	Item		
71	Warranties for material and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor F:.....V:.....T:.....	Item		
72	Co-operation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors F:..... V:..... T:.....	Item		
73	Testing of windows for water tightness F:..... V:..... T:.....	Item		
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Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General				

74	Remeasurement of quantities It is a specific requirements that all the quantities in this Bill of Quantities are measured on site before the work is started. The Contractor is to contact the Quantity Surveyor 2 (two) days before any request for payment is submitted in order to ensure that he/she together with the Quantity Surveyor, remeasures the work completed on an ongoing basis. Each payment certificate will have updated and remeasured quantities and well constitute the accurate quantities for final account purposes F:..... V:..... T:.....	Item			
75	Specifications Where no specifications are indicated, the Contractor will allow for the exact material currently installed or similar approved specification of materials to be installed. Where possible, the Quantity Surveyor has allowed for and specified similar materials as built F:..... V:..... T:.....	Item			
76	View Site Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be renovated. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained F:..... V:..... T:..... <u>SUMMARY OF CATEGORIES</u> Category : Fixed R..... Category : Value R..... Category : Time R.....	Item			
Carried to Collection			R		
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and General					

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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2</u> <u>BILL NO 1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> <u>For preambles see "Model Preambles for Trades"</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be renovated. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained. <u>General</u> The contractor shall carry out the whole of the work with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide and erect any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the architect, and remove as and when directed. Any water supply pipes and other piping that may be discovered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the architect. <u>Old materials</u> Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor			
	Carried to Collection		R	
	Section No. 2 BUILDERS WORK Bill No. 1 Alterations			

	Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc must be regularly carted from the site and not be allowed to accumulate on or around the site and must be carted to a dump site a minimum of 15km from the building site None of the old materials are to be used for new work except where specifically described as being set aside for re-use Where certain materials or articles from demolitions or alterations are described as to be handed over by the contractor to the Principal Agent such materials or articles shall be properly stored by the contractor, until handing over thereof. The contractor shall obtain an official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof which amount will be deducted from any monies due to the Contractor All asbestos handling must be executed in accordance with the Asbestos Regulations of 2001 of the Republic of South Africa, unless otherwise stated herein under. <u>REMOVAL OF EXISTING WORK</u> <u>Asbestos Removal</u>				
1	Removal of asbestos roof sheeting.	m2	2 429		
	<u>Taking down and removing of ceilings and prepare brander to receive new ceilings (new ceiling measured elsewhere)</u>				
2	Gypsum ceilings	m2	120.00		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u>				
3	Removal of existing slate roof tiles coverings including fascias, barge boards, etc.	m2	1 136		
4	Removal of corrugated sheet roof coverings and purlins	m2	65		
5	Removal of existing gutters and brackets	m	540		
	Carried to Collection			R	
	Section No. 2 BUILDERS WORK Bill No. 1 Alterations				

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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2</u> <u>BILL NO 2</u> <u>WATERPROOFING</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>Waterproofing</u> Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs <u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u> <u>Apply one layer of ABE 4mm ABE gum dual reinforced waterproofing membrane, fully bonded by means of "torch on fusion", with 75mm side laps and 100mm end laps.</u>			
1	To flat concrete roofs	m2	7	
	Carried Forward to Summary of Section No. 2 Section No. 2 BUILDERS WORK Bill No. 2 Waterproofing		R	

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[illegible]

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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2</u> <u>BILL NO 4</u> <u>CARPENTRY AND JOINERY</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>Particle board:</u> Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type <u>Joinery:</u> Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete <u>Decorative laminate finish:</u> Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish <u>EAVES, VERGES, ETC</u>			
	Carried to Collection		R	
	Section No. 2 BUILDERS WORK Bill No. 4 Carpentry and Joinery			

1	<u>"Everite" pressed nutec-cement</u> Eaves soffit covering 1000mm wide of 6mm thick sheets including 38 x 38mm sawn softwood bandering along edges, along centre and at 320mm centres across sheets including H-type galvanised steel cover strips along joints m2 60 Carried to Collection Section No. 2 BUILDERS WORK Bill No. 4 Carpentry and Joinery				
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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2</u> <u>BILL NO 5</u> <u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions:</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere <u>CEILINGS ETC</u> <u>NAILED UP CEILINGS</u> <u>6.4mm "Rhino" or equal approved gypsum plasterboard with H-type pressed steel jointing strips</u>			
1	Ceilings including 38 x 38mm sawn softwood banderling at 600mm centres	m2	60	
	Carried Forward to Summary of Section No. 2		R	
	Section No. 2 BUILDERS WORK Bill No. 5 Ceilings, Partitions and Access Flooring			

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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2</u> <u>BILL NO 7</u> <u>PAINTWORK</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>PREPARATORY WORK TO EXISTING WORK</u> <u>Previously painted plastered surfaces</u> Surfaces shall be thoroughly sanded down, washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth <u>Previously painted metal surfaces</u> Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal <u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u> <u>ON INTERNAL GYPSUM PLASTER SURFACES</u> <u>"Plascon" or similar approved water based enamel one coat primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>			
1	Ceilings and cornices <u>ON EXTERNAL FIBRE-CEMENT BOARD SURFACES</u>	m2	575	
	Carried to Collection		R	
	Section No. 2 BUILDERS WORK Bill No. 7 Paintwork			

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Bill No	Section No. 2	Page No		Amount	
	BUILDERS WORK				
	<u>SECTION SUMMARY - BUILDERS WORK</u>				
	1 Alterations				
	2 Waterproofing				
	3 Roof Covering, Claddings, Etc				
	4 Carpentry and Joinery				
	5 Ceilings, Partitions and Access Flooring				
	6 Plumbing and Drainage				
	7 Paintwork				
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Section No	<u>FINAL SUMMARY</u>	Page No		Amount	
1	PRELIMINARIES AND GENERAL	120			
2	BUILDERS WORK	137			
3	PROVISIONAL SUMS	138			
	Sub Total		R		
	Value Added Tax (15%)		R		
	TOTAL CARRIED FORWARD TO FORM OF TENDER		R		
	TOTAL CARRIED TO FORM OF TENDER		R		

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

		<u>Page</u>
C3.1	DESCRIPTION OF THE WORKS	141
C3.2	CONSTRUCTION	145
C3.3	MANAGEMENT	147

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The employer's objective is to deliver improved infrastructure in the Kirstenbosch National Botanical Garden.

C3.1.2 Overview of the Works

The project entails the replacement of the existing roof covering on various buildings which comprise of slate tiles, IBR sheeting, fibre cement tiles and asbestos tiles with new roof sheeting inclusive of all gutters, rainwater pipes and ceilings.

C3.1.3 Extent of the Works

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

- Removal of existing roof covering and replacement with new profiled metal roof sheeting
- Removal of existing box gutters and replacement with new eave gutters.
- Removal of existing rainwater pipes and replacement with new aluminium downpipe.
- Removal of existing ceilings and replace with new ceilings.
- Repairs to roof structures.
- Asbestos sampling and testing.

The Contractor will be required to construct the works in conformity with design criteria specified in the Project Specification.

The project period will be **3 months**.

C3.1.4 Location of the Works

The site is located at the Kirstenbosch National Botanical Garden (KNBG), Rhodes Drive, Newlands, Cape Town.

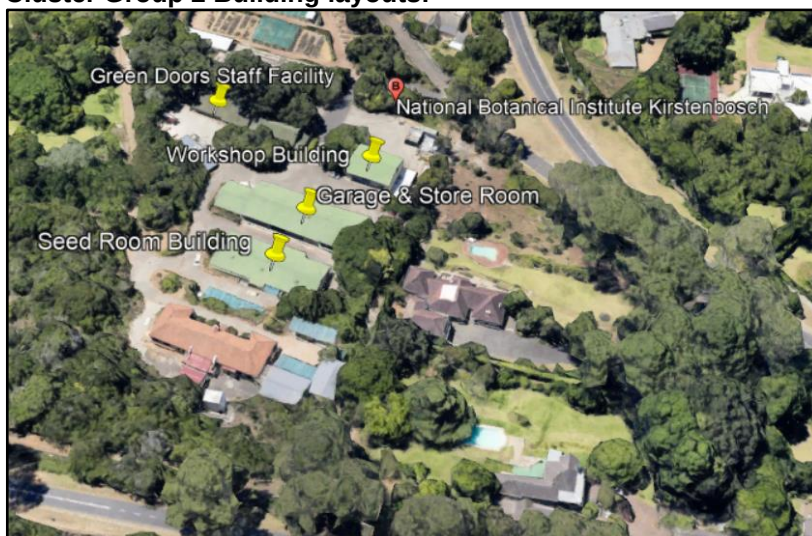
The following buildings shall form part of the roof replacement scope of work:

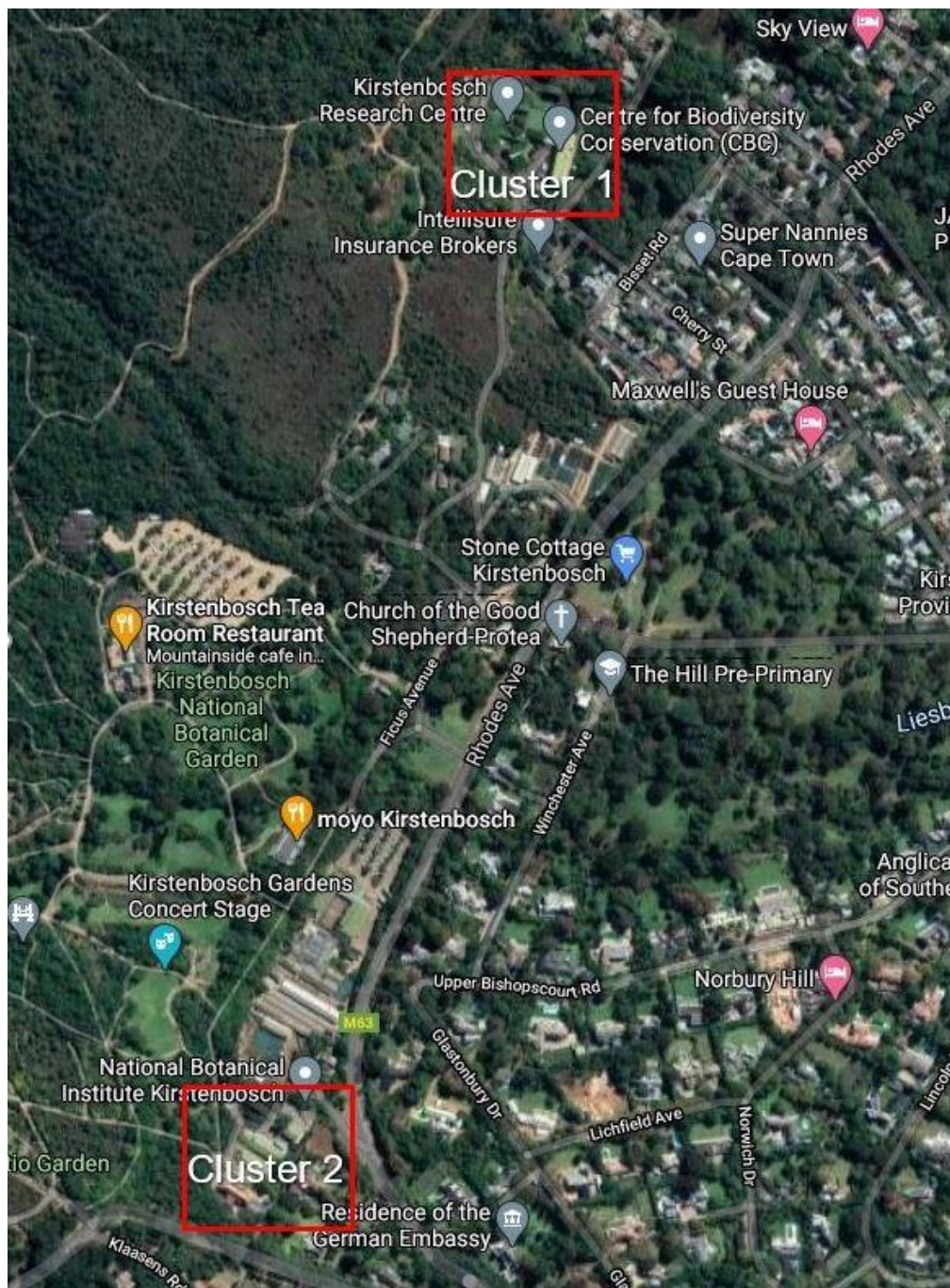
Cluster Group 1 Buildings:	Size:
• Centre for Biodiversity Conservation building (CBC);	• 904.75m ²
• Sky Bridge (Situating between the KRC Building and CBC Building);	• 65m ²
• Garage and Store Room Building (Situating behind the KRC Building);	• 231.26m ²
Cluster Group 2 Buildings:	
• Workshop Building;	• 612m ²
• Garage and Store Building;	• 269m ²
• Seed Room Building; and	• 874m ²
• Green Doors staff facility.	• 674m ²

Cluster Group 1 Building layouts:



Cluster Group 2 Building layouts:





Note: Cluster 1 & Cluster 2 buildings as described above are both situated within the SANBI Kirstenbosch National Botanical Garden boundaries. Cluster 1 & Cluster 2 are situated about 1.5km from each other.

C3.1.5 Description of Site and Access

Kirstenbosch National Botanical Garden lies in the heart of the Cape Floristic Region, also known as the Cape Floral Kingdom. It is the first botanic garden in the world to be included within a natural World Heritage Site.

The 36 hectare garden is part of a 528 hectare estate that contains protected mountainside supporting natural forest and fynbos along with a variety of animals and birds. The Kirstenbosch Estate borders the Table Mountain National Park, and the Garden merges seamlessly with the natural fynbos and forest of the mountain.

Kirstenbosch displays a wide variety of the unique plant life of the Cape Flora. Plants from all the diverse regions and biomes of southern Africa are also grown at Kirstenbosch, including a near-complete collection of cycads. There are over 7 000 species in cultivation at Kirstenbosch, including many rare and threatened species

The garden is accessible via Rhodes drive, Newlands.

C3.1.6 Temporary Works

All design and construction of any temporary works must be approved by the Engineer.

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

Construction

C3.1.7 Construction Standards

The “Model Preambles for Trades (2008 Edition)” recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to “Architect” in the Model Preambles are to be read as “Principal Agent” shall apply to this contract.

This publication is available from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

The SANS 1200 Standardised Specification for Civil Engineering Construction prepared by Standards South Africa and specific amendments and additions to the SANS 1200 Standardized Specifications shall apply to this contract.

The SANS 1200 Standardised Specification publications are available from Standard south Africa, Private Bag X 191, Pretoria, 0001.

C3.1.8 Plant and Materials

C3.1.8.1 Plant and Materials Supplied by the Employer

None

C3.1.8.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Engineer.

C3.1.9 Construction Equipment

C3.1.9.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the contract.

C3.1.9.2 Equipment Provided by the Employer

None

C3.1.10 Existing Services

C3.1.10.1 Known Services

As-built information is unavailable at the time of tender, the onus still lies with the main Contractor to ensure that no services are damaged during the construction phase.

C3.1.10.2 Treatment of Existing Services

Contractor to use caution.

C3.1.10.3 Use of Detection Equipment for the Location of Underground Services

At main Contractor's discretion.

C3.1.10.4 Damage to Services

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

C3.1.11 Site Establishment

C3.1.11.1 Services and Facilities Provided by the Employer

None.

C3.1.11.2 Facilities Provided by the Contractor

The onus lies with the main Contractor to find a suitable camp site, approved by the Employer.

C3.1.11.3 Storage

No requirements are specified.

C3.1.11.4 Other Facilities and Services

No requirements are specified.

C3.1.11.5 Vehicles and Equipment

No requirements are specified.

C3.1.11.6 Advertising Rights

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

C3.1.11.7 Notice Boards

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

C3.1.12 Site Usage

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Engineer. The disturbance to the residence should be kept at a minimum.

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C3.2. Management

C3.2.1 Planning and Programming

C3.2.1.1 General

This clause describes the requirements for the preparation, submission, updating and revision of the programme for the works. The requirements are in addition to or in expansion of the JBCC PBA clause [15.6].

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the Principal Agent to monitor progress and be the sole basis for the assessment of revisions of the date for Practical Completion.

The programme shall be produced by the contractor as follows:

- a) A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will then be regarded as the baseline programme.
- b) This baseline programme shall be updated with actual progress on a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.
- c) Acceptance by the Principal Agent of any programme submitted by the contractor does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works.

C3.2.1.2 Submission of Programme

Within 10 (Ten) working days of been given possession of the site the Contractor shall submit to the Principal Agent for his review and acceptance a programme for the whole of the works showing the order in which the contractor proposes to execute the works. This programme becomes the baseline programme upon acceptance by the Principal Agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the Principal Agent is entitled to require the Contractor to submit a revised programme showing the order of activities necessary to ensure completion of the works by the contract completion dates.

The Contractor shall supply the Principal Agent with an electronic copy of each programme, together with a print-out bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software.

Within 10 (Ten) working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 5 (five) working days.

If the Principal Agent fails to act the programme is deemed to be rejected.

C3.2.1.3 Default in submission of programs

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

C3.2.2 Health and Safety

C3.2.2.1 Health and Safety specification

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

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

PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C4.1 SITE INFORMATION

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PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE ROOF REPLACEMENT AT THE CENTRE FOR BIODIVERSITY CONSERVATION BUILDING (CBC) AND SURROUNDING BUILDINGS AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G376/2020

C4.1 Site Information

C4.1.1 Site Location

The site is located at the Kirstenbosch National Botanical Garden, Rhodes Drive, Newlands, Cape Town.

The following buildings shall form part of the roof replacement scope of work:

Cluster Group 1 Buildings:

- Centre for Biodiversity Conservation building (CBC);
- Sky Bridge (Situating between the KRC Building and CBC Building);
- Garage and Store Room Building (Situating behind the KRC Building);

Cluster Group 2 Buildings:

- Workshop Building;
- Garage and Store Building;
- Seed Room Building; and
- Green Doors staff facility.

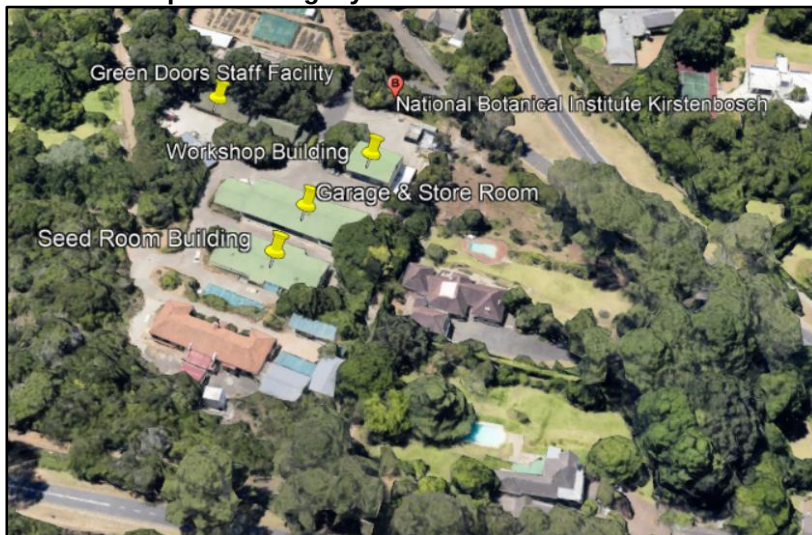
Size:

- 904.75m²
- 65m²
- 231.26m²
- 612m²
- 269m²
- 874m²
- 674m²

Cluster Group 1 Building layouts:



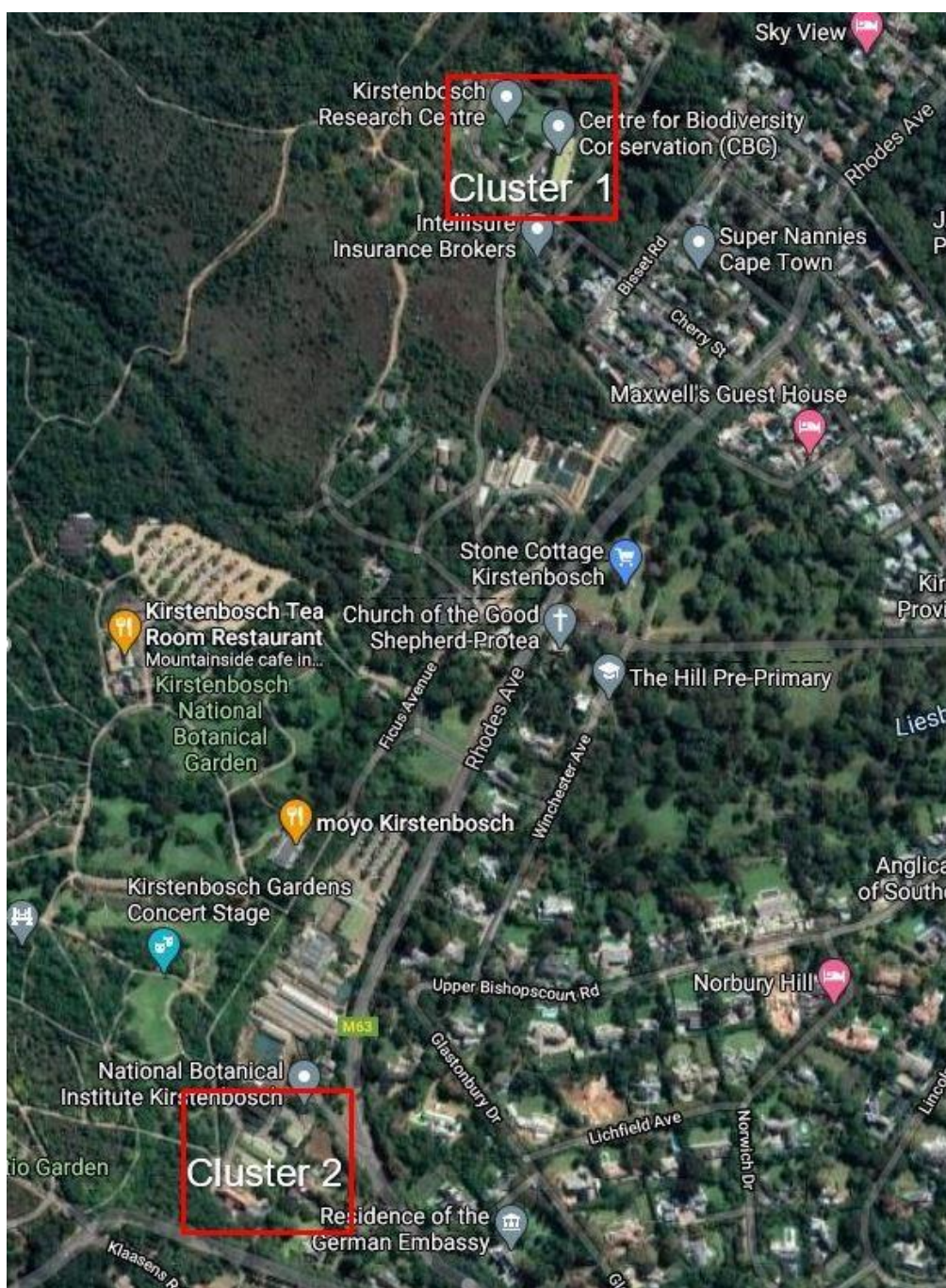
Cluster Group 2 Building layouts:



South African National Biodiversity Institute

Appointment of a contractor for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical Garden

Contract: **SANBI G376/2020**



Note: Cluster 1 & Cluster 2 buildings as described above are both situated within the SANBI Kirstenbosch National Botanical Garden boundaries. Cluster 1 & Cluster 2 are situated about 1.5km from each other.

ANNEXURE A: HEALTH AND SAFETY SPECIFICATIONS



STANDARD HEALTH AND SAFETY SPECIFICATIONS

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1 PURPOSE

The Health and Safety Specifications have been prepared for the roof replacement to the Centre for Biodiversity Conservation Building (CBC) and surrounding buildings at the Kirstenbosch National Botanical garden.

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 (OHS Act) and the relevant regulations, with particular reference to the Construction Regulations (GNR.1010 of 18 July 2003).

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 Employer 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.

2 SCOPE

The Health and Safety Specification covers construction and associated activities that have the potential to affect, positively or negatively, the health and safety of all persons involved with the above-mentioned project.

As an employer in their own right, it remains the responsibility of the Contractor to do what is reasonable and practicable to ensure that they themselves, and other persons who may be affected by their operations health and safety, are not endangered.

3 RELATED DOCUMENTS

The following statutory regulations are amplified, inter-alia, for easy reference purposes. The list shall by no means place any limitation on the responsibilities of the Contractor who must ensure conversance with ALL the statutory requirements applicable

- Occupational Health and Safety Act (Act 85 of 1993).
- Construction Regulations (GNR.1010 of 18 July 2003).
- Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- South African Bureau of Standards.
- Driven Machinery Regulations (GNR 295)
- General Administrative Regulations (GNR.929).
- Reporting of incidents and occupational diseases (GAR.8).

4

TERMS AND DEFINITIONS

Agent	Any person who acts as a representative for a client and for the purpose of this document, will be referred to as <i>Delta Built Environment Consultants</i> .
Approved inspection authority	An inspection authority approved by the chief inspector: Provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an approved inspection authority with respect to that service only.
Chief executive officer	In relation to a body corporate or an enterprise conducted by the State, a CEO is the person who is responsible for the overall management and control of the business of such body corporate or enterprise.
Client	Any person for whom construction work is performed.
Competent person	Any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.
Construction work	Any work in connection with: (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling. (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure. (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.
Construction vehicle	A vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work.
Contractor	Employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.
Danger	Anything which may cause injury or damage to persons or property.

Department	Department of Manpower
Design	In relation to any structure includes drawings, calculations, design details and specifications.
Employee	Subject to the provisions of subsection (2), any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
Employer	Subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1 (1) of the Labour Relations Act, 1956 (Act 28 of 1956).
Ergonomics	The application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.
Excavation work	The making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
Explosives	Any substance or article as listed in Class I: Explosives in the South African Bureau of Standards Code of Practice for the Identification and Classification of Dangerous Substances and Goods, SABS 0228.
Explosive powered tool	A tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing.
Fall prevention equipment	Equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guard-rails, screens, barricades, anchorages or similar equipment.
Fall arrest equipment	Equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts.
Fall protection plan	A documented plan of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied, in order to eliminate the risk.
Hazard	A source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of

	construction work being executed or to be executed.
Health and safety equipment	Article or part thereof which is manufactured provided or installed in the interest of the health or safety of any person.
Health and Safety file	A file or other record in permanent form, containing the information required as contemplated in these regulations.
Health and safety plan	Means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
Health and safety specification	Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
Incident	means an incident as contemplated in Section 24 (1)
Machinery	Any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
Major incident	An occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.
Medical certificate of fitness	A certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa.
Medical surveillance	A planned programme of periodic examination (Which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method statement	Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Mobile plant	Means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site.
National Building Regulations	Means the National Building Regulations made under Section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No.R.1081 of 10

	June 1988, as amended.
Occupational health	Includes occupational hygiene, occupational medicine and biological monitoring.
Occupational health practitioner	An occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978).
Person day	One day for carrying out construction work by a person on a construction site for one normal working shift.
Reasonably practicable	(a) The severity and scope of the hazard or risk concerned. (b) The state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk. (c) The availability and suitability of means to remove or mitigate that hazard or risk. (d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.
Risk assessment	A programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.
Regulation	A regulation made under Section 43.
Risk	The probability that injury or damage will occur.
Safe	Free from any hazard.
SABS 085	The South African Bureau of Standards' Code of Practice entitled "The Design, Erection, Use and Inspection of Access Scaffolding".
SABS 0400	The South African Bureau of Standards, Code of Practice for the application of the National Building Regulations.
SABS EN 1808	The South African Bureau of Standards' Standard Specification entitled: "Safety requirements on suspended access equipment — Design calculations, stability criteria, construction-tests"
SABS 1903	The South African Bureau of Standards' Standard Front-end Specification entitled: "Safety requirements on suspended access equipment — Design calculations, stability criteria, and construction-tests".
Scaffold	Any temporary elevated platform and supporting

	structure used for providing access to and supporting workmen or materials or both.
Shoring	A structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended, to prevent the cave-in or the collapse of the sides of an excavation, and "shoring system" has a corresponding meaning.
Standard	(a) In a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act 29 of 1993) (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization
Structure	(a) Any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure. (b) Any form-work, false work, scaffold or other structure designed or used to provide support or means of access during construction work. (c) Any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more.
Suspended scaffold	A working platform suspended from supports by means of one or more separate ropes from each support.
Substance	Includes any solid, liquid, vapour, gas or aerosol, or combination thereof.
the Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and any regulation.
Tunnelling	Means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for, or winning of a mineral.

5 PROCEDURES

5.1 HEALTH AND SAFETY FILE

The Health and Safety File of the Contractor will contain the records and documentation as required by OHS Act, relevant legislation as well as the health and safety specifications and will be kept as a hard copy on site at all times.

The Health and Safety File will be handed over to the project manager of Delta BEC at the end of the contract.

The Contractor needs to implement procedures to ensure that all records and documentation is protected from damage.

5.2 HEALTH AND SAFETY PLANS

The Contractor shall, from the stated Health and Safety Specifications, draft a health and safety plan based on the specific scope of works and his proposed construction methods. The Contractor shall detail all potential risk and mitigating measures to be implemented by him. The Contractor shall, based on his risk assessments, develop, and outline in his health and safety plan work procedures which shall at all times be stringently employed on the site of works. This plan must establish and define implementation strategies to meet the requirements of the Health and Safety Specifications and relevant legislation. The principles on which these specifications will be executed are:

- Identifying relevant legislation and working towards complying fully with the requirements regarding health and safety issues.
- Implementing systems to continuously identify and assess occupational and environmental hazards with the view to implementing measures to mitigate or control these elements.
- Encouraging employees to actively participate in achieving safety and healthy control measures.
- Establishing on-going communication and training programmes to increase individual awareness levels towards safety and health responsibilities and accountabilities.
- Promoting responsible actions to exercise care in conserving a safe and healthy work environment.
- Implementing regular audits to monitor implementation, performance, and compliance.

5.3 RISK ASSESSMENT PROCEDURE

The Health and Safety Plan must include provision for risk assessments of the entire construction process, beginning with the raw materials and initial inputs to the construction process through to the final completed project, which is to include all supporting functions like maintenance, purchasing, cleaning, etc.

The Contractor must appoint a competent person to conduct risk assessments. Persons with the necessary experience and abilities to recognise hazards and risks associated with the project works are to be included in the process of undertaking risk assessments. The risk assessment will, as a minimum:

- Identify the risks and hazards to which persons may be exposed to.
- Analyse and evaluate the identified risks and hazards.
- Matrix and risk rating.
- Document a plan of safe work procedures including the use of any personal protective equipment or clothing and the undertaking of periodic training, before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified.
- Provide a monitoring plan.
- Provide a review plan.

A training register, indicating the dates training shall be provided. The names, type of training and signatures of the trainees will be recorded on the register kept in the safety file.

5.4 LEGAL APPOINTMENTS

Define clear lines of responsibility to ensure that both the OHS Act and requirements of the regulations are applied. Every Contractor's chief executive officer or the person with the highest authority and most control over decisions affecting the day to day running of the business is the person ultimately responsible to ensure compliance with the Act.

Appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and regulations. The following competent appointments are applicable to ensure compliance to the OHS Act and Regulations.

Table 1: Required appointments as per OHS Act and Construction Regulations

Regulation	Appointment
OHS Act 16 (2)	Designated Employer
OHS Act 17 (1)	OHS Representative
OHS Act 18 (1)	OHS Committee Members
CR 4(1)(c)	Principal contractor for each phase or project
CR 5	Contractor
CR 6(1)	Construction supervisor
CR 6(2)	Construction supervisor sub-ordinates
CR 6(6)	Construction Safety Officer
CR 7(1)	Person to carry out risk assessment
CR 8(1)(a)	Fall protection supervisor
CR 8(1)(a)	Fall protection Plan Developer
CR 10 (a)	Formwork and support work supervisor
CR 10(e) + (f)	Formwork and support work examiner
CR 11(1)	Excavation supervisor
CR 11(3)(b)(ii)(b)	Professional engineer or technologist
CR 11(3)(k)	Explosives expert
CR 12(1)	Supervisor demolition work
CR 12(2) + (3)	Demolition expert
CR 12(11)	Explosives expert
CR 14(2)	Scaffold supervisor
CR 15(1)	Suspended platform supervisor
CR 15(13)	Outrigger expert
CR 17(8)(a)	Material hoist inspector
CR 18(1)	Batch plant supervisor
CR 18(7)	Batch plant operator
CR 19(2)(b)	Power tool expert
CR 19.2 (g) (i)	Power tool controller
CR 20(f)	Tower crane operator
CR 21(1)(d)(i)	Construction vehicle and mobile plant operator
CR 21(1)(j)	Construction vehicle and mobile plant inspector
CR 22(d)	Temporary electrical installations inspector

CR 26 (a)	Stacking and storage supervisor
CR 27 (h)	Fire equipment inspector

NOTE: This list may be used as a guide to determine which components of the Act and Regulations would be applicable the site.

Every appointment must be completed in writing and clearly state the duties and responsibilities of the assigned or appointed persons. It should clearly define reporting structures and shall fulfil the following requirements:

- All appointments will be done on the Contractor's letterhead.
- Assigned or appointed persons who have the authority to delegate the specified responsibilities must approve the appointments in writing.
- Appointments must be current, signed by persons holding the stated posts. When there is changes in management structures, revise appointments as soon as reasonably practicable.
- Appointments will include the duties to be performed.
- The company appointing persons will ensure the appointed persons have the necessary experience and/or qualifications related to their appointed areas of responsibility and as required by health and safety legislation.

5.5 CONTRACTORS - WRITTEN AGREEMENTS

All **subcontractors and service providers** are employers in their own right and must therefore comply with all relevant legislation. Written agreements shall be in place which shall ensure both parties comply with terms and conditions of all relevant legislation:

- The written agreement will include the requirements of Section 37(2) and Construction Regulations contained within the Occupational Health and Safety Act; ensuring that both parties fully understand their obligations under the terms of the legislation.
- The agreements will be in writing and signed by both the chief executive officers of the organisations or their appointed representatives.
- The agreements will be kept on record at the location where the work is to be carried out.
- No work may commence until a written agreement and associated documentation is in place.
- On completion of the project, copies of all agreements will be included in a consolidated Health and Safety File that will be submitted to Delta BEC for a period as stipulated by contractual conditions.

5.6 INSPECTIONS

Every Contractor on the project will assess all significant equipment, material, and plant to identify inspection requirements against existing legislation, safety codes, and standards.

Identify every item of equipment which requires control inspections by a unique number, specific to that piece of equipment. This number must be clearly visible and be as permanent as is reasonably practicable.

Establish inspection schedules to conform to legal requirements and risk associated priorities.

Appointed persons will be responsible to ensure that all inspections are recorded in registers or similar documents when required.

Responsible persons will be required to report progress on a monthly basis to the Project Health and Safety Committee.

5.7 COPY OF THE ACT

The Contractor shall ensure that a copy of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and relevant regulations is readily available on site to any person engaged in any activity on the site.

5.8 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

The Contractor must produce a Letter of Good Standing from the Compensation Commissioner or Federated Employers Mutual. The letter must be valid for the current financial year, and where a Contractor has month to month payment arrangements with the commissioner, a monthly confirmation of good standing is required. The Contractor must present a Letter of Good Standing before they commence work on the project. The Contractor may not undertake any activities without a valid Letter of Good Standing.

5.9 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act, before construction work commences and retain a copy of such notification in the health and safety file where such work:

- Involves the demolition of a structure exceeding a height of 3m
- Involves the use of explosives to perform construction work
- Involves the dismantling of fixed plant at a height greater than 3m
- exceeds 30 days or will involve more than 300 person days of construction work and includes:
 - excavation work deeper than 1m
 - Working at a height greater than 3 m above ground or a landing.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation, has been notified of such work.

5.10 OHS COMMITTEE MEETING

All appointed OHS representatives shall be members of OHS committee and the meeting must be held in accordance with the Act.

5.11 TRAINING

5.11.1 SITE INDUCTION

Every worker on the project and every visitor to the project must first attend induction training. The Contractor will provide the induction training with respect to, but not limited to the following:

- The health and safety plan and safety rules of the project
- Risk assessments and safe working procedures
- Incident reporting procedures
- Emergency preparedness.

Every person attending the induction training must acknowledge training by signing an attendance register and then be provided with proof of attendance.

5.11.2 ACTIVITY SPECIFIC TRAINING

The Contractor shall arrange for training to be given on site before any hazardous activities are to commence. An attendance register must be kept and signed by all attendees. The register of attendees and the content of the topic shall be kept on the site Health and Safety File as proof of on-going training.

5.11.3 AWARENESS

Regular toolbox talks will take place at least once per week, as a minimum requirement. A signed record of employee attendance shall be kept on site.

5.12 INCIDENTS AND OCCUPATIONAL DISEASES

Incidents and occupational diseases shall be reported, recorded and investigated as required by the following sections of the Act:

- OHS Act Section 24
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 Section 39
- General Administrative Regulations Section 8
- General Administrative Regulations Section 9.

The Contractor shall record all incidents and occupational diseases and notify Delta BEC of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred, and report such incidence to an inspector. The Contractor shall investigate all incidents and issue the Delta BEC's project manager with copies of such investigations.

5.13 INTOXICATION

No intoxicating substances shall be allowed on the site. No person may be under the influence of any intoxicating substance while on the construction site. Any person on prescription drugs must inform their supervisor, who shall in turn, report this to the contractor forthwith. Any person under the influence of alcohol or other drugs will be immediately dismissed. A full disciplinary procedure must be followed by the contractor concerned.

5.14 EMERGENCY PROCEDURES

The Contractor shall submit an emergency procedure which shall include, but is not limited to fire, spills, accidents to employees, exposure to hazardous substances. The emergency procedure need to contain information regarding the following:

- Identifies the key personnel who are to be notified of any emergency.
- Sets out details including, contact particulars of available emergency services.
- Necessitates plant and processes to be shut down.
- States the actions or steps which are to be taken during an emergency to evacuate persons speedily.
- Identifies how roll call will be undertaken.
- Includes a review plan of the procedure.

Any changes in the emergency procedures will be communicated to all employees.

5.15 FIRE PRECAUTIONS ON CONSTRUCTION SITES

The Contractor will ensure that all appropriate measures are taken to avoid the risk of fire. A sufficient and suitable storage will be provided for flammable liquids, solids and gases. Smoking in all places containing readily combustible or flammable materials must be prohibited and notices in this regard will be prominently displayed.

In confined spaces and other places in which flammable gases, vapours or dust can cause danger the following will apply:

- Only suitably protected electrical installations and equipment, including portable lights, are used.
- There are no flames or similar means of ignition.

- There are conspicuous notices prohibiting smoking.
- Oily rags, waste and other substances liable to ignite are without delay removed to a safe place.
- Adequate ventilation is provided.

The Contractor will implement measures to ensure that combustible materials do not accumulate on the construction site. Welding, flame cutting and other hot work shall be done only after the appropriate precautions have been taken to reduce the risk of fire. Suitable visual signs will be provided to clearly indicate the escape routes in the case of a fire as well as meeting points. All means of escape will be kept clear at all times.

A siren will be installed and sounded in the event of a fire.

5.16 FIRST AID FACILITIES

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment as required by the General Safety Regulations.

The Contractor shall ensure that where there are more than 10 employees employed on the site, that for every group of up to 50 employees at that workplace, at least one person is qualified and appointed as a first aider. All first aiders will be clearly identified.

5.17 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT

The Contractor shall provide fire fighting equipment at strategic positions on site as required by the fire chief or local authority concerned. The fire extinguishers shall be serviced regularly in accordance with the manufacturer's recommendations. Safety signage shall be displayed in all areas where fire extinguishers are located. The Contractor shall arrange for the training of a sufficient amount of personnel in the use of fire extinguishers. Wherever fire extinguishers have been provided, a copy of the monthly fire extinguisher inspection register must be kept.

5.18 SAFETY SIGNS AND NOTICES

The Contractor shall erect and maintain on site symbolic safety signage and notices that conform to the SABS requirements. The signage shall include, but not be limited to the following:

- Mandatory signage
- Warning signs
- Information
- Fire safety signs.

5.19 PERSONAL PROTECTIVE EQUIPMENT

The Contractor must, through a process of risk assessments, identify what personal protective equipment is required for construction activities. All personal protective equipment must comply with recognised safety specifications. Equipment of a poor quality may not be supplied to persons working on the project. The users of the equipment will undergo training to use the equipment and acknowledge this training. Records of personal protective equipment issuing will be kept. The proper usage of personal protective equipment shall be enforced. A formal monthly inspection, to determine proper usage and condition of equipment is required and findings recorded. Health and safety representatives will include personal protective equipment into their monthly inspections.

5.20 WELFARE FACILITIES

The Contractor must provide facilities as per Construction Regulation 28. The fixtures stated are a minimum requirement. The responsible persons should decide what provisions they wish to make above the minimum requirement to satisfy their employees.

5.20.1 BASIC GUIDELINES

A designated responsible person will ensure the facilities are maintained in a neat and tidy state, to ensure there is no risk to the health of the employees or public using the facilities.

- Provide facilities for both sexes
- At least one shower for every 15 workers
- At least one sanitary facility for every 30 workers
- Changing facilities
- Provide sheltered eating areas
- Smoking must be prohibited in all sanitary and eating facilities.

5.21 STRUCTURES

The Contractor will ensure that all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work. No structure, or part of a structure, shall be loaded in a manner which would render it unsafe. Any work involving structures must be executed within the requirements of the Construction Regulation 9.

5.22 DEMOLITION

Should any demolition work be required, the Principal Contractor should submit a safe working procedure and a detailed engineering survey for approval by the client. Approval will then be issued to the principal contractor to proceed with the

demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations.

5.23 FORMWORK AND SUPPORT WORK

All formwork and support work that will take place on the site will be executed within the requirements of the Construction Regulations 10. A competent person will be appointed to supervise the erection, maintenance, use and dismantling of support and formwork. The design drawings will be available on site. All support and formwork inspected and inspection registers will be kept:

- Before use/inspection
- Before pouring of concrete
- Weekly whilst in place
- Before stripping/dismantling.

5.24 EXCAVATIONS

All manmade cavities, trenches, pits or depressions formed by cutting, digging or scooping from the ground and which may present a danger to any person must be executed within the requirements of the Construction Regulation 11 and General Safety Regulation 5.

A competent appointed person must inspect all work classified as excavation work. All suitable steps to prevent collapse, where there is a danger that embankments or earth walls may collapse will be taken. Where the competent person does not consider shoring and/or bracing necessary, written permission for employees to work in that excavation must be recorded.

Excavations including all bracing and shoring must be inspected:

- Daily, prior to each shift
- After every blasting operation
- After every unexpected fall of ground
- After substantial damage to supports
- After rain.

5.24.1 GENERAL REQUIREMENTS

Before work commences, a competent person must verify the stability of the ground where the work is to take place.

Every excavation wherein people are required to work or where there is an apparent risk of collapse, must be adequately braced or shored, or the top corners sufficiently cut back to prevent the sides from collapsing. The spoil must be placed at least 1 meter from the edge of the excavation.

5.24.2 TYPICAL BATTERS OF EXCAVATED SLOPES

	Slope batters * (vertical : horizontal)			
Material	Permanent		Temporary	
Massive rock	1 ½: 1	to Vertical	1 ½: 1	to Vertical
Well jointed / bedded rock	1: 2	to 2: 1	1: 2	to 2: 1
Gravel	1: 2	to 1: 1	1: 2	to 1: 1
Sand	1: 2 ½	to 1: 1 ½	1: 2 ½	to 1: 1
Clay	1: 6	to 1: 2	1: 2	to 1: 2

****NOTE: These batters are a guide only and not for final design purposes.***

No excavation may be made where the stability of any building, structure, or road will be adversely affected unless adequate precautions can be taken to prevent collapse.

The location of any services, i.e. water, electricity or similar must be noted and suitable precautionary measures taken prior to work being started on any excavation. Should any underground service be located in the vicinity of the proposed excavation, then exposure of that service must be effected by hand excavation only, and under direct supervision by a competent person.

At least one safe and convenient access point within 6 meters from the point where any employee may be working shall be provided.

Every excavation which is adjacent to a road or which is a danger to persons must be adequately protected by a barrier or fence, at least one meter high and provided with warning lights or other clearly visible boundary indicators at night or when visibility conditions are poor.

No material or vehicle, particularly heavy equipment must be allowed within 1, 5 meters of the edge of any excavation, provided a suitably qualified registered professional engineer grants permission.

Where the excavation involves the use of explosives, a person competent in the use of explosives develops a method statement.

Warning signs next to excavations within which persons are working will be installed.

5.25 TUNNELLING

If tunnelling activities will be carried out, the work will comply with the Tunnelling Regulations as published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996), as amended. No person shall enter a tunnel, which has a height dimension of less than 800 mm.

5.26 WORKING AT ELEVATED POSITIONS

The Contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

The fall protection plan must contain as a minimum:

- Complete a risk assessment addressing all aspects of the work per location of that work.
- The supervisor in charge must have access to the latest version of the fall protection plan.
- The processes used to evaluate employees' physical and psychological fitness.
- Training programmes for employees who will be performing the work.
- Inspection procedures for all equipment to be used.
- Fall prevention and fall arrest equipment must be suitable for the purpose it is used.
- Methods to be used in securing fall arresting equipment
- Where roof work is performed the fall protection plan must address:
 - Method statement
 - Statement of competencies of persons who will perform work
 - Types and locations of barricades and warning signs.

5.26.1 SCAFFOLDING

Access scaffolding will comply with any safety standards incorporated for this purpose into these Regulations under Section 44 of the Act.

All scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work. Written Proof of Competence of above appointees will be available on site.

5.26.2 LADDERS

All ladders will comply with the general safety regulations. Ladders used shall be constructed of suitable material of adequate strength. Ladders shall be checked on a monthly basis and record of these inspections shall be kept.

5.27 EDGE PROTECTION AND PENETRATIONS

The Principal Contractor should ensure that all exposed edges and openings have been properly guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include all other openings and areas where a person may fall.

5.27.1 CONSTRUCTION VEHICLES

For the purposes of these specifications, a Construction Vehicle means any vehicle used to transport persons, materials, or both on or off of the construction site for the purposes of performing construction work.

The vehicle must be of a suitable design and construction for the type of work anticipated. Operators must receive appropriate training and be in possession of a medical certificate of fitness before making a written appointment to operate the construction vehicle. The construction vehicle must obey all speed limits.

There must be a safe means of access provided for the operator into and out of the operating cab. Provide the cab with suitable protection for the operator against falling materials and the dangers of being crushed should the vehicle overturn. Fit and maintain in an operational state an electrically operated acoustic signalling device and a reversing alarm.

Construction vehicles exposed to normal public traffic must be fully roadworthy. Vehicles which may be left unattended at night adjacent to a public road must be fitted with appropriate lights or reflectors.

5.27.2 TRANSPORT

Vehicles used to transport employees must have seats firmly secured and adequate for the number of employees that may be carried.

Persons other than the operator may only be transported on a construction vehicle in a place provided for that purpose.

When transporting tools and materials in the same compartment as employees the material must be secured to prevent movement within the compartment.

Secure tools and materials to prevent accidental discharge during transportation from the construction vehicle.

5.28 PRESSURE EQUIPMENT

All mobile compressors must have a valid test certificate verifying that the pressure equipment has been tested and inspected within the last 36 months.

Certificates verifying the code to which the equipment was manufactured and the supervision exercised by the inspection authority during construction must be made available.

A manufacturer's plate must be securely fixed in a conspicuous place to the shell of every such equipment and must contain the information specified in the table below.

5.29 PNEUMATIC POWERED TOOLS

Hoses should be secured above walkways and access ways wherever practical, to avoid tripping hazards and damage to the hoses. All connections must be of an approved type and be fitted with devices to prevent accidental disengagement. The quick releases of a pressure connector type are preferred; connect the male fitting to the tool rather than the hose. Air supply hoses should be rated at 1035kpa (150psi) or 150% of the maximum pressure used in the supply system.

The use of air supply for cleaning of work areas will be avoided. Do not use air supply to clean clothing or skin. Personal protective equipment must be used when pneumatic tools are operated. Safety devices and mechanisms are fitted by the supplier and these must not be tampered with or made inoperable, e.g. for grinders - machine guard for staples – contact area guard and mechanical linkage.

The efficiency and safety of the machine deteriorates through usage, a planned maintenance programme will improve efficiency of the tools and maintain safety devices.

5.30 LIFTING EQUIPMENT

All inspections must incorporate physical observations for damage and wear caused by corrosion. Any manufacturers and design inspections specifications must be applied. Annual load tests on all lifting equipment will be performed. At a minimum, a six monthly inspection of attaching devices must be performed. If the equipment is located in a high exposure area, more frequent inspections need to be scheduled. General requirements for shut down and construction work on the plant must be available. All lifting machines must be clearly marked with their maximum safe mass load.

A trained and competent rigger must directly supervise all lifting operations of material, plant and equipment, i.e. spool pieces, pipes, beams, welding machines, compressors, pumps etc.

All lifting operations involving material, plant or equipment with a mass of 20 tonnes or more requires the approval of the appointed competent person. This approval requires acceptance of a rigging study and written method statement.

No crane may operate with the outriggers not supported by substantial mats, which comply with the manufacturer's safety specifications.

No load may be "walked" using a hydraulic crane without the outriggers being extended to the maximum safe extension to prevent the crane tipping over.

5.31 LIFTING TACKLE

All inspections must incorporate physical observations for damage and wear caused by corrosion. Any manufacturers and design inspections specifications must be applied. Annual load tests on all lifting tackle will be performed.

A minimum of three (3) monthly inspection of tackle will be conducted. Where equipment is located in a high exposure area, schedule more frequent inspections.

Operators of equipment must perform physical inspections on tackle before use. A record of inspections must be maintained and be stored at a central control point.

5.32 EXPLOSIVE POWERED TOOLS AND CARTRIDGES

5.32.1 GENERAL REQUIREMENTS

The tool will be provided with protective guards around the muzzle and a firing mechanism which only allows it to fire when held against the surface with a force twice its weight.

The tool may not be modified in any way and may only be used as per the design specifications.

A competent person must carry out cleaning and examinations of the tool daily or as often as is necessary to ensure the tool remains in a safe state.

The explosive powered tool may not be stored in a loaded condition.

A written appointment of the person trained in the use, storage, and control of explosive powered tools and cartridges must be available on record, only this person may control the storage of this equipment. Only use and store cartridges suited for the specific explosive powered tool. When not required, lock cartridges away in a safe place. The issue and return of cartridges must be recorded in a register or log book. The person accepting the cartridges must sign on issue and on return of the cartridges.

5.33 PORTABLE ELECTRICAL TOOLS

5.33.1 GENERAL REQUIREMENTS

Portable electrical equipment required for construction sites must be of an adequate design and manufacture standard to withstand the working conditions on a construction site and will comply with the following:

- Suitably experienced and qualified persons with a view to maintaining the equipment in a serviceable and safe condition must regularly inspect portable electrical equipment.
- Each item of portable electrical equipment must be clearly marked to be identifiable and all tests and examinations recorded in the relevant register.
- Testing must be undertaken as scheduled and must incorporate the following:
 - Inspection for visible signs of damage to or deterioration of the casing, plugs, terminals and cable sheath.

- Ensure polarity is correct, i.e. correct connections.
- Operators or users of portable electrical tools must carry out a basic safety check before using equipment, specific checks included.
- Ensure correct disc is being used for purpose required, i.e. cutting or grinding.
- Handles are secure and safety guards are in place.
- The on/off switch is in working order.
- Drilling chucks are in good condition, are lockable and the spindle key is available.

5.34 GAS WELDING AND CUTTING EQUIPMENT

5.34.1 GENERAL REQUIREMENTS

All compressed gas cylinders will be individually secured in an upright position.

The full and empty cylinders must be stored apart and clearly marked to prevent confusion.

No storage of corrosive substances, oil or grease (flammables) in the vicinity of the cylinder storage area will be permitted. All storage areas will be well ventilated and will not be below ground level.

Display the following signs at the storage facility.

- "No Smoking"
- "No Naked Flames"
- "No Un-authorised Entry"
- "Full Cylinders" and "Empty Cylinder" as appropriate.
- Signs indicating the type of gas stored e.g. "Acetylene", "Oxygen", "LPG", etc.

Approved flashback arrestors must be used with all oxy-acetylene cutting equipment. No cylinders lifted by the valve caps, only a purpose made lifting cage allowed to lift gas cylinders. Keep valves of empty cylinders firmly closed to prevent "breathing". No lighted cutting torch or any other naked flame should be brought near the oxy-acetylene cylinders at any time.

No oxygen and acetylene cylinders must be used in any confined space unless under controlled circumstances where a "Hot Work Permit" has been issued.

All compressed gas cylinders must be kept away from naked lights and/or any hot surfaces or heating appliances, e.g. boilers, heaters etc.

In the event of any compressed gas cylinder becoming involved in a fire, the cylinder must be clearly marked and the supplier notified.

5.35 ELECTRICAL INSTALLATIONS AND MACHINERY

Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1953 of 12 August 1988, respectively, as amended, a contractor shall ensure that:

- Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over, or on the site.
- All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites.
- In working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated.
- All temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site.
- The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

5.36 FLAMMABLE SUBSTANCES STORES

Any usage and subsequent storage of flammable substances must be done to ensure that fire and explosion risks are removed and all requirements are met in accordance with local authorities bylaw's, General Safety Regulation 4, Construction Regulation 23 and the relevant SABS Codes of Practice; SABS 0400, SABS 0177: Part II, SABS 03-1995, SABS Code of Practice 0199-1985 Air Pollution Prevention Act, 1965 (Act 45 of 1965).

5.37 HAZARDOUS CHEMICAL SUBSTANCES

The contractor needs to refer to the Hazardous Chemical Substance Regulations if any hazardous chemical substances will be used during the project.

5.38 NOISE

Where noise has been identified as a hazard the requirements of the Noise Induced Hearing Loss Regulations (NIHL) should be complied with. The following should be included in the Health and Safety Plan:

- Training records required by the regulations.

- Risk assessment as required by regulations as well as the engineering, admin and personal protective equipment control methods that should be implemented.
- How monitoring will be carried out by an Approved Inspector. Authority according to SABS 083.
- All areas that have been identified as noise areas should be marked with the correct signage.
- The programme for medical surveillance for employees exposed to noise.
- Statement of how records will be kept safe for the stipulated period of 40 years.

5.39 ASBESTOS

The Principal Contractor shall ensure that any demolition work on structures that contain asbestos materials is done only by a registered Asbestos Contractor as prescribed by the Asbestos Regulations, 2001. The Principal Contractor shall notify the Directorate or its Agent, if any asbestos materials are to be used on site.

Besides the requirements listed above, should asbestos be present at the workplace, the following should be included in the health and safety plan or as soon as its available:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a risk assessment (exposure level measurement) by an AIA at the worksite.
- Medical surveillance programme for affected workers, should this be advised by an occupational health medical practitioner.
- Proof that, where so required, an initial health evaluation of affected workers was carried out by an occupational health practitioner within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and a written inventory of the location of all asbestos or materials containing asbestos at the workplace.
- A procedure how records will be kept safeguarded for a period of 40 years.
- Statement of how records will be kept safe for the stipulated period of 40 years.
- Records stipulating that demolition (if applicable) is going to be done by a registered asbestos contractor and proof that a plan of work for such demolition has been submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardised procedures for demolition work.

5.40 WATER ENVIRONMENTS

If work will be done over or in close proximity to water, provision needs to be made for preventing workers from falling into water and the rescuing of workers in danger of drowning. If a worker is exposed to the risk of drowning by falling into the water, a lifejacket will be provided and worn by the worker.

5.41 HOUSEKEEPING

Suitable housekeeping will be continuously implemented on each construction site. Provision will be made for the proper storage of materials and equipment, and the removal of scrap, waste and debris at appropriate intervals.

Storage areas for materials and equipment shall be established and upheld. Precaution needs to be made for vehicle traffic.

Loose materials required will not be placed in such a manner or be allowed to accumulate on the site to obstruct means of access to and egress from workplaces and passageways. Waste and debris are not disposed of from a high place with a chute, unless the chute complies with the following requirements:

- Is adequately constructed and rigidly fastened
- If inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal
- Where necessary, is fitted with a gate at the bottom end to control the flow of material
- Is discharged into a container or an enclosed area surrounded by barriers.

The sites will be fenced off should it be located in built-up areas or adjacent to a public way. Access will be controlled to prevent the entry of unauthorized persons. Physical barriers shall be erected to prevent entry to unauthorised or unsafe areas. If this is not practical, signs shall be displayed at strategic locations, warning the employees, visitors and the public of the potential dangers of construction activities.

A catch platform or net will be erected above an entrance or passageway or above a place where persons work or pass under. A danger area will be fenced if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

5.42 AUDITS

Delta BEC shall appoint a representative to perform regular audits (at least once a month) as per agreement with the client on the project. The representative will report compliance levels to Delta BEC.

Delta BEC reserves the right to stop any construction work which does not comply with the requirements of the agreed Health and Safety Plan.

The principal contractor needs to perform the same function on their subcontractors.

6 GENERAL NOTE

PLEASE NOTE: that this specification might not contain all the relevant documents and requirements and it is therefore the responsibility of the contractor to do a proper risk assessment to understand all the risk associated to their scope of work after the first site meeting and then update their health and safety plans accordingly.

All documents are considered uncontrolled unless this number is completed:
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HEALTH & SAFETY SPECIFICATIONS FOR MINOR CONTRUCTION WORK ACTIVITES AT SANBI PREMISES.

1. PURPOSE

The objective of the Health and Safety Specifications is to provide guidelines to the principal contractor for complying with the requirements of the Occupational Health and Safety Act (OHSA), Act 85 of 1993 and its regulations.

The Health and Safety Specifications do not replace the OHSA and relevant regulations, but is a supplementary document to the requirements of the relevant legislation and the conditions of the contract agreement between 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, its regulations and the contracting company's own health and safety plan.

In terms of Section 37 of the Occupational Health and Safety Act (1993), SANBI is required to control persons/organisations conducting activities for or on their behalf (Mandatories). The Construction Regulations 2014 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 while performing the contract work.

2. Scope of Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work and it covers any of the following activities:

- Alterations and renovations to existing buildings
- Demolition work (portion of buildings)
- Altering and opening of existing walls
- Dismantling, storage and disposal of material
- Removal of a canopy fixed to façade
- Breaking up of mass concrete/brick paved areas and/or brick work
- Removal of all sanitary fittings
- Preparatory work to existing surfaces
- Work conducted inside existing buildings
- Earth works/open face excavations/trenches/backfilling

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Concrete work, formwork and/or reinforcing
Concrete in foundations – superstructure
Rough formwork
Steel reinforcement
Masonry work/water proofing of roof coverings
Carpentry and joining
Ceilings installation, partitioning/access flooring
Iron monger work
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 of openings
Re-fixing of existing palisade fencing
Earth works and filling (import material)
Soil poisoning (Submit Medical Safety Data Sheets (MSDS))
Concrete formwork and reinforcement
Formwork to soffits of solid slab, sides of bases
Reinforced concrete casts – strip footings and bases
Installation of alarms and security features
Installation of diesel engines
Construction of Incinerator
Installation of Lightning conductors
Masonry work for new work General brick work (one and two brick walls)
Building of superstructure
Installation of concrete lintels
Waterproofing (damp proofing of walls/floors/roofs)
Installation of roof coverings (galvanized steel)
Installation of roof insulation
Carpentry and joining work (new work scope)
Installation of ceilings/partitions and access flooring
Installation of electrical light fittings
Installation of suspended ceilings
Ironmongery work
Installation of bathroom fittings
Metal work including door frame installations, gates and screens
External/internal plastering work (New work scope)

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Tiling, including wall tiling/floor tiling
Plumbing and drainage work (New work scope)
Disinfection of water pipe work (requires MSDS of disinfectant)
Soil drainage (Sewer, pipe and drain fittings)
Water supply provision
Installation of fire appliances
Boundary and yard walls/palisade fencing
Aprons, compaction of surfaces
Construction of generator plinth
Signage installation
Installation of electrical fencing
Construction and installation of steel canopies with roof coverings
Internal electrical installations
Site electrical reticulation
Electronic installations to existing buildings
All activity which falls within the scope of construction work

3. Health and safety risks (baseline assessment)

The following are potential risks associated with the above work activities:

- Falling from height
- Exposure to electricity (Overhead and underground cables)
- Fire
- Proximity to flammable or combustible materials causing injury
- Climbing steps and working on platforms
- Transportation
- 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 activity injuries
- Risk of using various types of machinery and tools
- Contact with moulds, fungi and bacteria
- Contracting dermatitis
- Exposure to cuts and abrasions
- Explosion
- Being struck by machinery
- Loss of fingers/limbs
- Risk of pain or injury from performing repetitive tasks.
- Exposure to noise
- Being struck by falling objects
- Risk of eye injury from solvent splashes or vapour

All documents are considered uncontrolled unless this number is completed:

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- Contracting vibration white finger
- Exposure to hand and foot injury
- Sun exposure

4. SITE SPECIFIC HEALTH AND SAFETY REQUIREMENTS BASED ON PROJECT SCOPE

1. The principal contractor and all appointed sub-contractors must be registered with the Department of Labour Compensation Commissioner or an appropriate similar private insurer and have available a valid Letter of Good Standing at all times from such.
2. Ensure a SHE file is submitted before work commences to SANBI's Occupational Health and Safety department of the Corporate Services Division for evaluation.
3. Ensure that project specific health and safety plan is included in the SHE file.
4. Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a registered medical practitioner.
5. Ensure all employees under their control undergo company specific induction and SANBI site specific induction.
6. Ensure that protocol on Covid 19 and other airborne pandemic management is included in the health and safety plan and practically implemented during the construction period
7. Ensure before work commences that employees are trained in the health and safety risks associated with the work they are conducting.
8. Ensure employees are trained in company procedures, policies, method statements and informed of SHE requirements as per the specification.
9. Ensure legislative requirements are complied with for the duration of the contract and ensure that its employees comply.
10. Ensure that the 37 (2) Agreement has been signed before any work commences and that a copy is kept on the SHE file.
11. Ensure that a 37(2) Agreement(s) is signed between the company and any other sub-contractor which may be appointed.
12. Ensure that sub-contractors have valid Letter of Good Standing from the Department of Labour Compensation Commissioner or a registered private compensation insurer.
13. Prevent any employee or visitor who is under the influence of any alcohol or drugs (in a state of intoxication) on site.
14. Ensure the safety of employees who are taking legal medication.
15. Hand over a consolidated SHE file at the end of the contract to SANBI.
16. Stop employees who are conducting unsafe acts and/or creating an unsafe environment from doing so.
17. Report and all reportable incidents to SANBI and ensure that they are investigated.
18. Ensure work is supervised by competent personnel and that work is done by competent employees.
19. Ensure pre-task risk assessments are done by a competent person and that employees are informed of the risks and the risk control measures in place.
20. Conduct tool box talks to communicate SHE issues in connection with the work being done and any other aspects thereof.

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21. Ensure that all legal appointment in terms of Construction Regulation 2014 are done and that the appointed personnel are executing their duties as per their appointment letters.
22. Ensure a first aid kit is made available in case of any emergency and that a trained certified first aider is available per shift.
23. Ensure that good housekeeping is maintained and that materials are store/stacked properly in designated areas.
24. Make provision for sufficient waste receptacles and ensure that the correct disposal of the different waste materials takes place.
25. Stop any work from being executed that are not in accordance with the rules for the site or which poses a threat to the health and safety of the people.
26. Service provider will be required to provide a signed (by Managing Director/Chief Executive Officer) copy of the Company's health and safety policy to the SHE file.
27. 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.
28. No fires or open flames are allowed on site unless directly used for construction purposes, e.g. acetylene blowtorch for welding. All available precautions will be taken to prevent the spread of a fire.
29. 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 to be performed by its employees and those of sub-contractors.
30. All employees must be provided with PPEs relevant to the hazard associated with the task at hand.
31. All employees shall, as a minimum, be required to wear the following personal protective equipment for the duration of the contract on any of SANBI projects:
 - Protective overalls;
 - Protective hand and footwear;
 - Protective headwear; and
 - Eye, face and ear protection.
32. A pre-emptive risk assessment will be required for any work to be carried out above two meter from the ground or any floor level. This work will be classified as "work in elevated positions".
33. 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 working at ground level.
34. Prohibition signage must be displayed where work is performed.

5. WASTE MANAGEMENT

The following requirements shall be incorporated into the waste management plan to be submitted

Solid Waste:

- Littering on site and the surrounding areas is prohibited.

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- 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 work 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 and whenever 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 of at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for. The service provider must maintain a hazardous material register.

7. General competence requirement

The service provider shall ensure that its personnel and sub-contractors' personnel are trained and competent to carry out work safely and without risk to health (Training to be 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 Department
15 September 2018
02 January 2020
01 June 2020



1. Purpose

To ensure that all contractors and sub-contractors engaged by the company perform their tasks in accordance with an acceptable standard of Health, Safety and Environmental management. Specifically, this Standard aims to ensure that:

- Contractors plan for the Safety, Health and Environmental aspects of the work to be performed;
- Contractors have the required resources and competencies to carry out the work safely;
- Contractors are aware of and understand the Safety, Health and Environmental requirements of the work to be performed over and above any legal requirements;
- Contractors make provision for the costs relating to the management of Safety, Health and Environmental requirements during the performance of the work;
- any uncertainties and concerns are clarified before work commences.

2. Scope

This Standard applies to all operations and activities of the South African National Biodiversity Institute (SANBI) and all Contractors.

3. Standard

The requirements within this Standard should not be considered as exhaustive and SANBI reserves the right to add, delete or modify conditions where it is considered to be appropriate.

No claim will be accepted as a result of any costs or delays being incurred due to the Contractor or his sub-contractors failure to comply with any aspect of this Standard.

SHE POLICY

The Contractor shall have a SHE Policy authorised by their organisation's top management that clearly states overall SHE objectives and commitment to continuously improving Safety, Health and Environmental performance. This policy shall be prominently displayed in suitable locations at the workplace for ready reference by employees.

It is the duty of the Contractor to ensure that they are familiar with all applicable SHE legislation.



SHE MANAGEMENT PLAN

Contractors are to use the SHE guidelines referred to herein to develop a suitable and sufficient SHE Management Plan that demonstrates compliance to the SHE requirements of the work to be performed. Compulsory items within a SHE Management Plan shall include but not necessarily be limited to the following:

- contractor's SHE Policy;
- statutory and company appointments;
- competency profile of appointed persons;
- risk assessments of hazards identified;
- safe work procedures;
- high risk machinery, tools and equipment maintenance plan;
- company experience in related work;
- company SHE statistics for the past three years;
- proof of injury/illness compensation insurance for all employees on site (e.g. Letter of Good Standing from the Compensation Commissioner or mutual association approved under Section 30 of the COIDA Act)

RISK ASSESSMENTS

Certain activities, equipment, substances etc. represent a significantly higher health and safety risk than others. The Contractor will be required to analyse his scope of work and define these activities. For each activity, a risk assessment will be required which lists the various activities and sub activities with the hazard/danger associated with the task, the control measures in place to mitigate the risk and the person responsible for this. All applicable Hazardous Chemical Substances, together with the relevant hazardous data documentation (MSDS), shall form part of the risk assessments.

The following generic safety and health related hazards may inter alia be associated with the work to be performed:

- chemical hazards – transport, handling, mixing, inhalation, ingestion, absorption;
- radiation hazards – ionising and non-ionising;
- thermal hazards – temperature extremes, hot working environments, hot processes;
- physical hazards – lifting, carrying, pulling and pushing; repetitive activities, ergonomics;
- vehicles and mobile equipment – trucks, light vehicles, specialised forestry machinery;
- tools and machinery – nip points, moving parts, portable electrical equipment, hand tools;

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- high pressure gases – compressed air, acetylene, oxygen, LP gas;
- workplace hazards – slip, trip and fall, working at height, stacking and storage;
- noise and vibration – mobile equipment, power tools, equipment and process;
- electricity – low, medium and high voltage supply;
- fire and explosion – flammable and explosive materials or substances;
- environmental – air, ground and water pollution, flora and fauna, emissions and effluent;
- hygiene factors – dust, ventilation, illumination, sanitary facilities, food preparation; and
- health – malaria, TB, HIV/Aids, etc.

Risk Assessments must also be discussed as a Tool Box Talk topic at least once per week and whenever there is a substantive change to any activity or task.

PLANNED TASK OBSERVATIONS

The Contractor shall ensure that Planned Task Observations (PTOs) are conducted on all tasks that pose a significant risk to their employees and verify that the Risk Assessment and mitigating measures are still applicable.

Additional training needs may be identified during the Planned Task Observations.

Risk assessments, safe work procedures, emergency procedures etc. shall be updated based on the result of Planned Task Observations.

Planned Task Observations will be scheduled such that the performance of each identified high risk task is formally observed not less than once in each calendar month or as otherwise instructed by the Responsible SANBI Representative.

ENVIRONMENTAL

Adequate care shall be taken by the contractor to prevent pollution of the environment in any way whatsoever.

No oil is to be drained into the ground by the Contractor. Precautions shall be taken to ensure that oil spillages are prevented, contained and cleaned up promptly. In the event of oil spillage, clean up kits shall be readily available with appropriate trained personnel from the relevant Contractor. Contaminated soil will be disposed of in a manner approved by SANBI.

No land clearing or excavating will be undertaken without the prior written permission of the Responsible SANBI Representative.

No open fires are permitted on the site without the prior written permission of the Responsible SANBI Representative. Smoking is restricted to designated Smoking Areas Only. SANBI reserves the right to prohibit smoking entirely during periods of high fire danger.

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Adequate receptacles shall be provided at all designated smoking areas for the collection and disposal of smokers waste (matches, cigarette butts etc.) and water and firefighting equipment shall be available.

Adequate measures shall be in place to minimise and control the generation of dust where applicable.

Effective erosion control measures are to be practiced where applicable on site.

The collection, removal and displacement of plants, plant products, wild flowers etc. is strictly prohibited unless specifically authorised by the Responsible SANBI Representative in writing.

Hunting, fishing or otherwise unduly disturbing or interfering with any animal, bird, fish or other fauna is strictly prohibited unless specifically authorised by the Responsible SANBI Representative in writing.

The Responsible SANBI Representative shall clearly indicate to the Contractors Site Supervision any Special Management Areas, Conservation Areas and No-Go Areas. Contractor Site Supervision shall ensure that such areas are not damaged, interfered with or degraded in any way whatsoever.

All generators on site are to be placed on a bunded impermeable layer or drip tray to prevent contamination of soil due to fuel and oil leakage. Adequate firefighting equipment and signage must be in place.

Where any machinery or equipment exceeds prescribed noise limits (85dB), then appropriate hearing protection must be provided and used in the vicinity of such machinery and/or equipment and applicable mandatory safety signs must be displayed.

Any person who wilfully or negligently permits or causes environmental degradation may, at the sole discretion of the Responsible SANBI Representative be removed from site forthwith.

MANAGEMENT OF WASTE

Contractors are required to separate waste in accordance with SANBI requirements.

All waste generated by the contractor shall be collected in suitable receptacles and disposed of at an approved site not less than once per week or at other such intervals as may be necessary due to the volume generated. Waste/refuse bins and skips shall not be left to overflow.

Collection and safe disposal of all waste generated by the contractor remains the responsibility of the contractor.

No waste is to be buried on SANBI property without the written approval of the Responsible SANBI Representative.

The burning of waste on SANBI property is strictly prohibited.



NON-COMPLIANCE AND DISCIPLINARY ACTION

The Responsible SANBI Representative, his designated deputies and health and safety representative shall conduct regular inspections and oversight in the Contractors' work areas to identify any areas of non-compliance.

Where non-compliance is identified, this will be brought to the attention of the appropriate Contractor Management and/or Contractor Site Supervision together with instructions for remedial, corrective and preventive actions within a specified time frame.

Any person has the duty, responsibility and authority to **stop work** forthwith where an imminent threat to the health and safety of any person or an immediate probability of substantial damage to property, equipment or the environment is identified. Any such stoppage shall be reported immediately by the most effective means to the Responsible SANBI Representative, Contractor Management and Site Supervision and the SANBI DD: OHS.

A written report will follow every **stop work** incident and will include specific actions required to prevent further similar non-compliance. Contractor Site Supervision will discuss every **stop work** report at their next SHE meeting.

Any costs incurred by any party as a result of any non-compliance by the Contractor shall be to the Contractor's account.

The Responsible SANBI Representative may, in consultation with Contract Management and / or Contract Site Supervision require that formal disciplinary action be initiated against any individual for any breach of SHE Regulations and, where deemed appropriate, require the immediate and permanent removal of any individual Contractor's Employee from the site.

Ongoing non-compliance with the requirements of this Standard by the Contractor and/or the Contractor's Employees may be regarded as a Breach of Contract and may result in the termination of any such contract.

DISCIPLINARY REMOVAL FROM SITE

Immediate and permanent removal from site may be required where any Contractor's Employee is found to have engaged in, or to have knowingly condoned or encouraged any of the following activities:

- deliberate disregard, defiance or disrespect for the requirements of the Safety, Health and Environment Management System;
- falsifying any document, report, or testimony during any investigation, audit, inspection or enquiry;



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- fighting, violence, threats of violence, intimidation, theft or deliberate or reckless damage to property;
- wilful violation of any legal requirements and/or safety rules, procedures or regulations;
- recklessly or negligently endangering the health and safety of any other person or persons;
- deliberate refusal to wear any item of Personal Protective Clothing or Equipment or to use any tool or safety device or to obey any lawful instruction issued in the interests of safety, health or environmental protection;
- possession, use or consumption of any intoxicating substance in the work area, or; being under the influence of any intoxicating substance in the work area, or; inappropriate or anti-social behaviour as a result of any intoxicating substance consumption in any residential or recreational facility located on SANBI property.

GENERAL SAFETY REQUIREMENTS

Contractor Management are responsible and accountable for the safe performance of all work for which they are contractually engaged, whether done by themselves or by their subcontractors. The Contractor must provide adequate protection for the health and safety of their employees and any other persons who may be affected by the activities and work performed, including employees of SANBI, surrounding communities and the general public.

SANBI SHE requirements are constantly under review and are revised and updated in the spirit of continuous improvement. Consequently, where the requirements of SANBI policies, standards or procedures exceed legislated requirements, they will take precedence.

The requirements contained in this Standard cannot cover every eventuality. It is expected therefore, that the Contractor will exercise good judgement in all safety matters, even though not specifically prescribed. It is further required that the Contractor will work closely with the Responsible SANBI Representative and the SANBI OHS Department in resolving any safety problems.

No guard, safety device, or appliance shall be removed from tools, machinery, or equipment except for the purpose of making repairs. Such removal shall only be done by persons qualified and competent to make such repairs, and no electrically, pneumatically or hydraulically powered installation or device, nor any pipeline shall be worked on unless it has been correctly isolated, locked-out and tagged in accordance with SANBI procedures and the effectiveness of such isolation has been verified.

On completion of any work performed, all safety guards, devices and appliances shall be replaced and secured before the isolation can be removed.

The Responsible SANBI Representative will, in consultation with Contractor Management, approve all the necessary arrangements for travel to and entry at the work area. No

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Contractor Employee is permitted to enter any area without the express approval of the Responsible SANBI Representative. The Responsible SANBI Representative will provide all necessary information with respect to site entry procedures including inductions, vehicle routes, eating and ablution facilities, emergency exits and assembly points, and designate an Emergency Contact source or location

PERSONNEL AND EQUIPMENT CONTROL

Contractor Management must notify the Responsible SANBI Representative of all visitors, vendors, consultants etc. not less than 48 hours before arrival of such persons.

Contractor Management will supply a comprehensive Tool and Equipment List including identifying marks (e.g. registration or serial numbers) of all vehicles, tools and equipment to be brought on site. SANBI reserves the right to inspect any and all such equipment to verify compliance with minimum health and safety standards.

Contractor Management shall provide a nominal role of all employees who will be brought on site including the designated Site Supervisor(s) and will designate all competent persons necessary to carry out specific operations by name. This information will be forward to the Responsible SANBI Representative before the commencement of work and updated as and when any personnel changes are made. No person will be allowed on site unless he or she is included on the Contractor's Employee List.

No Contractor or Contractor's Employee shall perform any work on SANBI property without SANBI knowledge and approval.

The Contractor's and subcontractor's personnel must confine their activities to their assigned working areas. Contractor's Employees will not be allowed in "**restricted areas**" or any area where they do not have duties to perform. If work is to be conducted in a restricted area the Responsible SANBI Representative will advise the Contractor's Site Supervision regarding specific hazards and precautionary measures associated with that area prior to authorising the commencement of any work.

APPOINTMENTS AND COMPETENT PERSONS

The Contractor shall appoint suitably qualified, trained, experienced and competent persons to manage, direct, supervise, and control the activities of their personnel to ensure that all work to be performed is completed safely and without risk to health or the environment.

SANBI may, at its discretion, require the Contractor to appoint a competent, qualified, full-time Safety, Health and Environmental Practitioner where the scope or nature of the work to be performed is deemed sufficiently hazardous or complex to require such specialised support services on site.

The Contractor shall provide proof of qualifications, training and experience to the Responsible SANBI Representative on request.

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SHE Representatives shall be elected, trained and appointed in keeping with the requirements of the OHS Act.

TRAINING AND AWARENESS

The Contractor shall ensure that all his employees are qualified, competent and adequately trained to perform the tasks allocated to them and that the required supervision is present at all times to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved.

Contract Site Supervision in particular are required to be competent and recent training should include at a minimum a formal Safety Supervisory course.

All inductions, training, signage and communications for employees will be in an appropriate official language to ensure understanding.

SHE INDUCTION

All Contractors' Employees are required to attend a general SHE site induction presented by the Responsible SANBI Representative or SANBI OHS Department. The purpose of the induction is to give all employees guidance and direction as to the general health and safety requirements of the site.

In addition, each Contractor shall conduct task specific induction for all Contractors' Employees related to the nature of the work to be performed.

The Contractor shall maintain detailed records of all personnel under his control who have attended induction training including signed Attendance Registers, copies of which shall be provided to the Responsible SANBI Representative on request.

TOOL BOX TALKS

Contractor Site Supervision shall conduct a daily task specific "tool box" safety, health and environment meeting with all employees prior to commencing work. This will include discussion of any standard task procedures or hazardous operational procedures to be performed by the employees on that specific day. Contractor Management shall require that the supervisor has satisfied himself that all employees are conversant with the safety, health and environment hazards and precautionary measures associated with any work to be performed.

A record of the toolbox talk, including signatures of all employees present at the meeting will be retained by the Contractor and submitted to the Responsible SANBI Representative on request.



EMERGENCY PROCEDURE

Each Contractor will develop an emergency response plan for the area in which work is taking place in order to ensure an adequate response to any emergencies that may arise.

The Responsible SANBI Representative shall, in consultation with the SANBI OHS Department collate and co-ordinate an emergency plan for the work site with the Contractors and merge emergency response arrangements where it is deemed more effective to do so.

Every Contractor shall display an Emergency Contact Board including contact numbers and the emergency process protocol at the workplace.

UTILITIES

No Contractor is permitted to connect into any SANBI utilities without the express permission and approval of the Responsible SANBI Representative who will indicate the place and manner in which connections may be made. Utilities include water, electricity, compressed air, etc.

All electrical connections shall be inspected by a competent electrician who will certify that such connections are correctly done and are safe for use.

SAFETY INSPECTIONS

Safety Inspections as stipulated shall be conducted by competent persons and records kept thereof.

All substandard or unsafe conditions and behaviours identified during these inspections shall be recorded and rectified at the earliest opportunity.

Contractor Supervision shall inspect all areas under their control on a daily basis and take any corrective action immediately in order to maintain their area in a hazard free condition. This inspection shall include but not limited to:

- housekeeping and cleanliness;
- condition and usage of prescribed personal protective clothing and equipment;
- condition, storage and safe use of tools and equipment;
- daily Risk Assessments completed and communicated;
- toolbox talks relative to the task;
- vehicle, machinery and equipment safety;
- waste disposal and spillage control; and
- safe work procedures and method statements.

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The job safety status shall be continually monitored by the Contractor's Site Supervision. A joint safety inspection of the work by the Responsible SANBI Representative and the Contractor Management shall be performed at intervals to be mutually agreed.

The Responsible SANBI Representative, Contractor Management and SANBI OHS Department personnel shall conduct random, frequent SHE inspections of all work areas and activities and document their findings. An inspection report including required corrective actions will be issued where appropriate and distributed to all relevant Contractor and SANBI personnel.

The Contractor shall comply with all technical specifications pertaining to the work to be performed. The Responsible SANBI Representative and/or any person designated by him shall perform regular and routine inspections to verify compliance.

ACCIDENT AND INCIDENT REPORTING

The Contractor shall report all injuries and incidents in the work area to the Responsible SANBI Representative and the SANBI OHS Department immediately and shall submit a preliminary Incident Report within twenty-four (24) hours. The Contractor shall retain a full and detailed record of all injuries and incidents.

Incidents include but are not limited to:

- injury to persons, regardless of severity;
- any Occupational Illness or Disease;
- any damage to property, equipment, or machinery regardless of severity;
- any incident involving a motor vehicle or motorised equipment;
- any spillage, leakage or uncontrolled discharge of any chemical, gas, effluent or similar substance
- any "near miss" occurrence which could, under slightly different circumstances have resulted in any of the above.

The principle of "however small, report them all" shall be applied. If in doubt Contractor Site Supervision shall contact the SANBI OHS Department for advice.

ACCIDENT AND INCIDENT INVESTIGATION

All accidents and incidents shall be investigated to establish basic causes and determine appropriate and effective corrective and preventive actions.

A preliminary (flash) report will be submitted by the contractor to the Responsible SANBI Representative and the SANBI OHS Department within 24 hours of the accident or incident occurring. A Final Investigation Report shall be submitted within seven (7) working days.



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As far as is reasonably practicable, the Responsible SANBI Representative and a member of the SANBI OHS Department shall participate in the investigation of any serious accident or incident in order to ensure an open, transparent and objective process.

Contractor Management shall ensure that all corrective and preventive actions arising from any accident/incident investigation are fully actioned and implemented within the agreed time frames and deadlines and shall confirm that all such actions are completed in writing to the Responsible SANBI Representative.

The Responsible SANBI Representative may, at his sole discretion, instruct that all activities related to any accident or incident be suspended until he is satisfied that sufficient and adequate measures are in place to enable the work to continue safely.

The Contractor shall ensure that all injuries and illnesses sustained by his employees are reported to the Compensation Commissioner and/or his insurance carrier in the prescribed manner and shall provide written proof of such reporting to the Responsible SANBI Representative or SANBI OHS Department on request.

HOUSEKEEPING

Contractor Management and Site Supervision shall ensure that their work areas and where applicable residential facilities are kept neat, clean, tidy and free of all superfluous materials at all times. Scrap and other waste materials will be cleaned up and properly disposed of at the end of the specific activity or at the end of each shift.

Stacking and storage of all materials, tools, equipment, etc. shall be done in a neat, stable and controlled manner. Stacked materials shall be stepped back and/or chocked where appropriate to ensure stability. The height of any vertical stack shall not exceed 3 x the smallest side of the base.

No person shall be required or permitted to climb onto any stack and all stacked materials shall be removed / broken down from the top.

Where any contractor fails to maintain an acceptable standard of housekeeping the Responsible SANBI Representative may, at his sole discretion, instruct the contractor to cease work and to clean the area to his satisfaction. Any costs or delays resulting from such a work stoppage shall be entirely for the Contractor's account.

PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT (PPE)

The provision of PPE is an avenue of last resort to protect personnel from residual risks after all reasonably practicable measures have been taken to eliminate, avoid or reduce the risk exposure.

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The contractor shall provide and maintain in good condition all necessary PPE to his employees free of charge and shall instruct his employees in the correct use of any PPE provided as well as the limitations of protection afforded by each item.

Minimum requirements for all personnel are hard hat, steel toe-capped footwear and high-visibility vest or overall. These shall be worn at all times by all persons on the SANBI site. Contractors shall ensure that sufficient quantities are provided to allow for washing and cleaning without compromising the availability of PPE in the workplace.

Additional protective equipment such as eye protection, gloves, face shields, hearing protection, rain suits, etc. shall be issued and used according to the task performed. Specialised safety equipment may be required for certain activities or areas (e.g. ballistic trousers, welding masks, etc.).

Full body safety harnesses with double lanyards are to be used when conducting work at elevated positions in excess of 2 metres above ground, floor or platform level, except when working on a properly built scaffold platform with standard handrails and where there is no fall hazard present.

Screens and welding blankets shall be used with all hot work, as required.

No person shall be required or permitted to perform any task unless he or she has been provided with, and correctly uses all items of PPE prescribed for that task.

All PPE provided shall be of an internationally accepted standard and shall, wherever such a mark is available carry the mark of an internationally recognised standards authority (e.g. SABS, SANS, EN etc.).

Contractors shall retain written records of all PPE issues per individual employee and shall make such records available for inspection by the Responsible SANBI Representative and SANBI OHS Department on request.

Contractor Site Supervision shall exercise strict PPE compliance discipline amongst all persons under their control.

HEALTH, HYGIENE AND FIRST AID

All contractors' employees shall complete a medical examination and obtain a Medical Certificate of Fitness before being engaged in any work for or on behalf of SANBI. Medical Certificates shall be retained by Contractor Management on site and shall be produced for inspection by the Responsible SANBI Representative on request.

Significant health hazards, such as Malaria, TB, HIV/Aids may be prevalent in the area and Contractors are required to make the necessary arrangements for the management of work



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in high risk environments. There is a “duty of care” upon the Contractor to be familiar with all hazards in the area including health hazards.

Contractors shall ensure that adequate arrangements are in place prior to commencing work for the evacuation and transportation of their employees from site to places of safety and / or advanced medical facilities should the need arise.

Every Contractor shall develop a Health and Hygiene Plan specifically targeting infectious diseases which shall include specific provision for promotion of HIV/AIDS awareness.

Every Contractor shall, in consultation with the Responsible SANBI Representative provide and maintain adequate ablution and food consumption facilities for their employees. Where accommodation is provided on SANBI property, such accommodation shall be managed and controlled in accordance with the requirements of SANBI standard **Staff Village Guidelines** which can be obtained from the Responsible SANBI Representative. The highest possible standards of hygiene and cleanliness shall be maintained in these facilities which shall be open to inspection on demand by the Responsible SANBI Representative and/or the SANBI OHS Department.

No person shall be permitted to camp, squat or build any form of shelter or accommodation at or near any SANBI site other than that authorised by the Responsible SANBI Representative.

The Contractor shall provide a minimum of one fully stocked First Aid Box at every workplace. First Aid Box contents will comply with the requirements of the Occupational Health and Safety Act, Annexure to General Safety Regulation 3(a) plus any additional SANBI specifications.

The contractor shall ensure that at all times there is a minimum of one person at every workplace who is available and competent to administer First Aid. All designated First Aiders must hold a valid certificate issued by a recognised training institution including but not limited to either:-

- The International Red Cross (or branch thereof)
- St. John’s Ambulance Brigade
- SA First Aid League
- A recognised training institution approved by the South African Department of Labour or local regulatory authority.

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:

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- 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.

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.

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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 on request.

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.

A red "Unsafe for Use" and green "Safe for Use" inspection card system or equivalent will be used in conjunction with the Scaffold Register and shall be prominently attached to the scaffold frame. No person shall climb on any scaffold which has been declared "Unsafe for use" except qualified and competent persons for the purpose of making safe or dismantling such scaffold.

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.

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.



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;

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.

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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.

ELECTRICAL INSTALLATIONS

Prior to connecting to any electrical supply by the Contractor, all electrical installations and equipment must be inspected and tested by a competent person. A certificate of Compliance (COC) is required and is part of the approval process by the Responsible SANBI Representative.

Earth leakage protection must be provided by the Contractor for portable electrical equipment and double insulated equipment is recommended. No electrical switching shall be carried out without prior written approval from the Responsible SANBI Representative.

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.

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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.

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.

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.

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.

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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.

Construction vehicles and heavy mobile equipment must be fitted with reverse hooters.

Contractor's employees shall not operate any SANBI owned or leased equipment without the express approval of the Responsible SANBI Representative.

No person shall operate any machinery or equipment unless they have been trained to an acceptable level of competency or are under the direct personal supervision of a competent person giving specific instructions and guidance. Only properly licensed and trained drivers / operators shall operate motor vehicles and mobile equipment.

Drivers and Operators shall inspect vehicles and mobile equipment daily before beginning work and again at the end of the shift, and shall immediately report any obvious defect or areas of possible malfunction. Repairs shall be made promptly. Any vehicle or mobile equipment which has an identified defect relating to brakes, steering, tyres or major oil or fuel leaks shall not be used until repairs are made.

The need for servicing or repairs shall be reported to the Contractor Supervisor. No repairs or adjustments shall be made on vehicles or mobile equipment while in operation and no major repairs shall be made on SANBI property without the express written permission of the Responsible SANBI Representative. No lubrication shall be performed on units during operation except those on which the manufacturer has installed safeguards specifically for the protection of the person doing the lubrication.

Reverse hooters/alarms shall be installed and maintained on all heavy equipment and large construction vehicles. Contractor supervisors shall carry out daily safety inspections. Operators are responsible for immediately reporting to contractor supervisors any apparent or latent unsafe conditions of equipment being operated.

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Records shall be maintained by the Contractor of all vehicle and equipment inspections and shall be made available to the Responsible SANBI Representative upon request.

SANBI shall not be held liable for any damage or loss however caused to any contractor's vehicles and equipment left on SANBI property.

Working, walking or otherwise taking position under suspended loads is strictly forbidden.

No person shall ride on any booms, loads, slings, hooks, or lift-truck forks or platforms.

ROADS

Transport and heavy vehicles shall drive on demarcated roads only.

Speed limits, parking restrictions and all other generally accepted "rules of the road" shall be adhered to at all times.

CONFINED SPACES

Work to be performed inside vessels and enclosures or in an extremely confined space (e.g., pits) shall not be started until it has been established that the oxygen content is within acceptable limits (20 to 23 per cent.) and that it can be maintained at a safe level. Additionally, it shall be determined that flammability, toxicity, and dust levels are within acceptable limits. Tests shall be carried out by a trained person using appropriate test equipment. No person shall enter any Confined Space until these tests are concluded and satisfactory results obtained. The Responsible SANBI Representative must be consulted for advice if a safety issue is in doubt.

No work may be undertaken in any Confined Space unless a Confined Space Entry Permit has been issued in compliance with the SANBI Permit to Work system.

The "buddy system" shall be strictly applied for all work in Confined Spaces (i.e. whilst work is being performed inside a confined space, at least one designated person shall be immediately available outside the confined space as a safety watch to secure or render assistance in case of an emergency).

Where hot work is to be conducted in any confined space, continuous monitoring and ventilation must be provided.

Adequate ventilation is to be provided where workers are required to enter enclosed areas or equipment where toxic vapours may be present even in minute quantities. The ventilation should be sufficient to keep the amount of any contaminate well below the recognised safe tolerable limits established by the applicable AGCIH as TWA-TLV's (threshold limit value).

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Control****HAZARDOUS CHEMICAL SUBSTANCES**

An inventory of all potentially hazardous materials to be used by the Contractor shall be held available on site, together with an approved Material Safety Data Sheet (MSDS) for each material. Potentially hazardous materials include all chemicals, paints, solvents, adhesives and may other substances that may potentially pose a hazard to health and safety. MSDSs shall be available at all times to employees, the Responsible SANBI Representative, inspectors, and any other persons affected by the materials. (e.g. other sub-contractors on the same job site).

The Contractor must display all relevant Material Safety Data Sheets (MSDS) at locations where the substances are used and/or stored.

All chemical substances shall be stored, used, handled and disposed of in a safe and responsible manner.

All containers shall be clearly labelled describing the products' identity, its hazards, and first-aid procedures to follow in the events of an emergency.

Compressed oxygen may NOT be used in place of compressed air.

No hydraulic or pneumatic pipeline shall be opened or worked on whilst under pressure.

All flammable gas cylinders, high pressure cylinders, and similar containers shall be stored in properly identified and designated areas and shall be individually secured at all times to prevent them falling or being knocked over.

Flammable substances shall be stored in accordance with instructions issued by the Responsible SANBI Representative. Adequate firefighting equipment shall be provided and maintained by the contractor at all workplaces where motorised machinery is used.

Before using any hazardous material, each worker shall be aware of the requirements of this section and be trained in the proper use, disposal, and special handling procedures to be followed for each material.

While handling hazardous chemicals or solvents, employees shall follow directions and comply with any warnings or cautions affixed to the labels. Any questions concerning the use of such chemicals and personal protective equipment shall be directed to the Contractors Site Supervision or Responsible SANBI Representative.

The Contractor is responsible for safe and proper disposal of all chemical and hazardous waste generated in the performance of the work. Contractors shall furnish appropriate disposal procedures to the Responsible SANBI Representative on request.

Appropriate Personal Protective Clothing and Equipment shall be provided according to the identified hazards.

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Control****WELDING AND CUTTING**

No Hot Work (including welding, cutting and grinding) may be undertaken unless a Hot Work Permit has been issued in compliance with the SANBI Permit to Work system.

Only trained and competent personnel shall be permitted to perform Hot Work.

All welding and cutting equipment must be approved in terms of the requirements of 6.4.1 above.

Fire extinguishers must be placed within easy reach of all employees performing welding or cutting operations.

Screens or shields shall be provided for the protection of persons or combustible material exposed to sparks or falling objects; a fire-watch shall be provided by the contractor where necessary, with an adequate extinguisher and signalling device.

When welding, contractor employees shall wear adequate masks or hoods with proper eye protection, gloves, and leather aprons as minimum protection in addition to any other Personal Protective Equipment prescribed.

DOCUMENTATION AND RECORDS

Proper and effective administration is important for effective management and control of the Safety, Health and Environment Management systems.

It is therefore required that all Contractors keep an up to date SHE filing system which would have all the necessary documentation required for legislative needs as well as for proof and control purposes.

The Responsible SANBI Representative and /or SANBI OHS Department will evaluate all Contractors' filing systems and provide instructions on improvements or changes.

A complete set of SHE documentation for the duration of the contract must be handed to the Responsible SANBI Representative upon completion or termination of the contract.

Contractors engaging in any activities on behalf of SANBI will provide the Contractor's Site Supervisor with adequate means of communication. The Contractor will provide, in writing, the contact number to the Responsible SANBI Representative.

Before starting the work specified in a contract, the Contractor shall meet with the Responsible SANBI Representative for a briefing on SANBI's SHE Standards and output expectations for the work assigned.

The Contractor's Site Supervisor shall explain the safety requirements for the job to each of the employees for whom he is responsible. They shall emphasise job safety requirements at all times.

The Contractor's Site Supervisor must ensure that each employee is oriented to the specification issued in this Standard. Contractor Management shall provide a list of all



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Contractor Supervisors and Employees who have received copies of this Standard. This list will be provided to the Responsible SANBI Representative.

Contractor Management shall hold a SHE meeting at least once per calendar month with all appointed supervisors, SHE Representatives and where applicable the appointed SHE Officer. Minutes of these meetings must be forwarded to the Responsible SANBI Representative.

All meetings held on any SANBI site shall have SHE as the first standing item on the agenda.

Each Contractor on site is to submit to the Responsible SANBI Representative a comprehensive monthly SHE report within the first week of the following month which shall contain such information as he may prescribe from time to time. This may include the following:

- manpower on site;
- hours worked for the month and the contract to date;
- brief description of incidents / accidents for the month;
- lost Time Injury Frequency Rate (LTIFR)/million man-hours;
- days or hours worked without an LTI;
- environmental incidents;
- inductions completed for the month;
- non-conformances (CARs) issued or received;
- housekeeping;
- forthcoming hazardous activities;
- training done for the month;
- training programme for the following month;
- general issues; and
- updated organogram.

RECORD KEEPING

Every Contractor shall be required to sign acknowledgement of, and an undertaking to comply with relevant provisions of this Standard in the form of Annexure 1 below. This signed document shall be submitted together with their tender response bid. Failure to do so shall render the bid invalid.

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Upon awarding of the contract, such acknowledgement and undertaking shall be retained by the Responsible SANBI Representative for the duration of the work and thereafter filed together with all other documentation related to the work as a permanent record.

4. Responsibility

Division/Centre Managers, in consultation with the Supply chain Manager are responsible to ensure that compliant contractors are appointed.

Division/Centre Managers are responsible to ensure that the designated Responsible SANBI Representatives working under their control exercise proper supervision, control and oversight of all contractors engaged by the business unit/centre.

5. Records

Record	Responsibility	Where kept	Retention
Completed Annexure 1	Division/ Centre Manager Supply chain Manager	File	Duration of Contract
Contractor Monthly Returns	Division/ Centre Manager	File	Duration of Contract

6. References

OHSAS 18001:2007	ISO 14001:2004	ISO 9001:2000
NOSA	Aspect/Impact/Hazard Register	Legal
Element 4.4.6.29	Impacts Risks	OHS Act Sections 8, 13, and 37 OHS Act Construction Regulations



7. Definitions

Contractor means: any company or individual, excluding SANBI employees, engaged by SANBI to perform work for or on behalf of SANBI including any sub-contractors, consultants, vendors, suppliers, agents or visitors associated with such engagement.

Contractor Management means: the person or persons employed by the Contractor to manage, direct and control the activities and work performed.

Contractor Site Supervision means: the person or persons employed by the Contractor to supervise and control the day-to-day activities, behaviour and performance of the contractor's employees in the workplace.

Contractor's Employee means: any person employed or in the service of any Contractor as defined above.

Portable Electrical Equipment means: any electrical equipment or device fed through a flexible cable from a plug point or socket outlet regardless of voltage.

Responsible SANBI Representative means: the SANBI employee directly responsible for the management, control and work performance of a specific Contractor.

Work Area means: any place where the employees of the Contractor are required to perform any task associated with the work for which the Contractor has been appointed.

SHE means: Safety, Health and Environment.

8. Amendment Control

	<u>Amendment details</u>	<u>Date</u>
<u>1</u>		
<u>2</u>		
<u>3</u>		
<u>4</u>		
<u>5</u>		



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Annexure 1

CONTRACTORS ACKNOWLEDGEMENT OF RECEIPT AND COMMITMENT TO COMPLY

I, (Full name)....., the duly authorised representative of (name of company).....acknowledge receipt of the South African National Biodiversity Institute Health and Safety Standard **Management and Control of Contractors** and undertake to ensure full compliance with all provisions and requirements stated therein as applicable to the work to be performed.

I further confirm that adequate provision for the costs of such compliance has been included in the quotation submitted.

I further acknowledge that any failure to comply with such provisions and requirements may, at the sole discretion of the South African National Biodiversity Institute, be interpreted as a Breach of Contract and if not satisfactorily rectified may result in the cancellation or termination of the contract.

Signed at.....this.....day of.....20.....

Contractor's Representative

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SANBI PSPEC/1/W/2018*

SECTION 37(2) MEMORANDUM OF AGREEMENT

Between

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

(Hereinafter referred to as SANBI)

And

.....

Company registration number:

(Hereinafter referred to as **“the Contractor”**)

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to henceforth referred to as the contractor, in as far as, SANBI shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of SANBI, you shall also be required to comply with the conditions and safety procedures of SANBI.

SANBI hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of SANBI to cease, until satisfied that such contravention has been rectified. Noncompliance to SANBI arrangements and procedures will adversely affect future contracts, while serious noncompliance may lead to immediate expulsion from the premises.

2. **REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS**

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- 2.1 It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.
- 2.2 The contractor furthermore agrees to the following health and safety rules of SANBI:
- 2.2.1 The contractor shall have available a copy of the OHS Act on request.
 - 2.2.2 Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
 - 2.2.3 Any contractor with five or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
 - 2.2.4 Any contractor with less than five employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
 - 2.2.5 The contractor shall keep up to date and available for inspection all applicable legally required registers.
 - 2.2.6 The contractor shall make himself and his employees conversant with SANBI emergency and evacuation procedures.
 - 2.2.7 The contractor shall not misuse anything, which is supplied in the interest of health and safety.
 - 2.2.8 The contractor shall adhere to all SANBI safe working procedures.
 - 2.2.9 The contractor shall be subject to the health and safety and security rules of SANBI.
 - 2.2.10 No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

3. INDEMNIFICATION

- 3.1 The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of SANBI and that the Contractor:

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- 3.1.1 Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against SANBI, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of SANBI, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- 3.1.2 Hereby indemnifies SANBI, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

4. ACCEPTANCE

- 4.1 I,the Contractor, do hereby declare that my company.....acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

CONTRACTOR

DATE

SANBI PROJECT MANAGER

DATE

WITNESS 1

DATE

WITNESS 2

DATE

**TENDERER OCCUPATIONAL HEALTH AND SAFETY (OHS) MANAGEMENT SYSTEM
 QUESTIONNAIRE**

This questionnaire forms part of the SANBI tender evaluation process and is to be completed by tenderers and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the tenderers' OHS management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

Declaration

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.

Company name:			
Signed:		Name:	
Position:		Date:	

Contract details

Contract name:	Appointment of a contractor for the roof replacement at the Centre for Biodiversity Conservation building (CBC) and surrounding buildings at the Kirstenbosch national botanical garden, cape town
Contract number:	SANBI G376/2020

Tenderers are required to supply evidence to the questions posed below
 (see the client's checklist of what will be considered):

1. OHS policy and management	Yes	No
1.1 Is there a written company health and safety policy? <i>If yes, provide a copy of the policy.</i> Comments: 		
1.2 Does the company have an OHS management system certified by a a recognised independent authority, e.g. NOSA? <i>If yes, provide details:</i>		

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1.3 Is there a company OHS management system file available?

If yes, prepare and provide when requested.

Comments:

--

1.4 Are health and safety responsibilities clearly identified for all levels of staff employed?

--	--

If yes, provide appointment letters.

2. Safe work practices and procedures

2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?

--	--

If yes, provide a summary listing of procedures or instructions.

Comments:

--

2.2 Is the company registered with the Compensation Commissioner?

--	--

If yes, provide a letter of good standing for the company.

2.3 Is there a documented incident investigation procedure?

--	--

If yes, provide a copy of a standard incident report form.

2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/machinery owned by the company?

--	--

If yes, provide procedure document.

2.5 Are there procedures for storing and handling of hazardous substances?

--	--

If yes, provide a copy of a procedure document.

2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling?

--	--

If yes, provide a copy of procedure and risk assessment documents.

3. OHS training

3.1 Are records maintained of all training and induction programmes undertaken for employees in your company?

--	--

If yes, provide examples of the safety training records, especially for employees to be utilised.

4. Health and safety workplace inspection

4.1 Are regular health and safety inspections undertaken at work sites?

--	--

If yes, provide a copy of such inspection checklists.

4.2 Is there a procedure in place for employees to report hazards at the workplace?

--	--

If yes, provide an incident reporting procedural document as example.

5. Health and safety consultation

5.1 Is there a workplace health and safety committee?

--	--

5.2 Are there employees elected as health and safety representatives?

--	--

Comments:

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6. OHS performance monitoring

6.1 Is there a system in place for recording and analysing health and safety performance statistics?

--	--

If yes, provide details of such recordings and analyses:

--

6.2 Are employees regularly provided with information on the company's health and safety performance?

--	--

If yes, provide details of what was communicated:

--

6.3 Has the company ever been convicted of an occupational health and safety offence?

--	--

If yes, provide details of the offence, outcomes and corrective measures implemented:

--

6.4 Additional checklists

The OHS department must be consulted to provide all other relevant forms.

7. Company references

7.1 Please provide the following information for the three most recent contracts completed by the company:

	Contract 1	Contract 2	Contract 3
Contract description:			
Client:			
Contact person:			
Phone number:			
Number of lost time injuries:			
Number of person days on contract:			
Total days lost due to injuries:			

REVIEW OF TENDERER'S OHS MANAGEMENT SYSTEM QUESTIONNAIRE

Contract name:			
Contract description:			
Contract manager:		Date:	
Contractor:			

Indicate in the following manner:

√ – acceptable

× – not acceptable

N/A – not applicable

1. OHS policy and management

Company health and safety policy

The policy provided by the tenderer should indicate the following:

- Be signed by the CEO or equivalent
- Outline clear objective statements
- Show commitment to improve performance

- Be relevant to the company's operations
- Be reviewed on a regular basis (at least once a year)

Certified OHS management system

Certification demonstrates that the tenderer meets the minimum standards, and that it was verified by an independent party.

- The company indicated the independent party, e.g.:
NOSA, etc.
- Indicated certification

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OHS management system or plan

The company's OHS manual or plan should have included as a the following:

- An OHS policy
- Management's OHS responsibilities
- General OHS procedures
- Safe work procedures relevant to the company's operations
- A waste management plan and procedures
- An incident/accident management plan and procedures
- Induction and training procedures
- Issued resolution and OHS consultation mechanisms

Health and safety responsibilities

Health and safety responsibilities in the company should have been documented and must demonstrate the following:

- OHS responsibility statements
- Employee's job description (especially those utilized for the project)
- Demonstrate formal and informal performance appraisal on Health and Safety issues
- Issued and signed appointment letters
- Accountability of line managers and supervisors for health and safety performance of their employees.

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2. Safe work practices and procedures

The tenderer should have demonstrated safe work procedures which:

- Are relevant to the company's operations
- Contain a description of the tasks and associated hazards
- Outlined control measures and methods to minimize health and safety risks
- Make reference to any relevant legislation, codes of practice, standards or regulations

--

Safe work permits

Where relevant, the tenderer should have demonstrated that safe work permits for the following types of work have been issued:

- Work in confined spaces (confined space entry permits)
- Hot work (hot work permits)
- Lockout permits (plant, electrical systems, steam)

Incident reporting and investigation

Tenderers should have provided evidence of the following:

- Incident/accident reporting and investigation form
- Incident/accident investigation procedure
- Evidence of completed investigation forms
- Corrective measure adopted to correct future similar situations

Plant safety

The tenderer should demonstrate that mechanisms are in place for the identification of hazards, assessment of risks and the implementation of control measures associated with the plant. This should have included:

- Documented risk assessments for the relevant plant or risk assessment procedure
- A copy of plant operator licenses and/or permits
- A register of plant requiring registration
- A list of persons responsible for undertaking plant risk assessments
- Plant maintenance and inspection forms
- Pre-start daily safety inspection forms for plant
- Plant fault reporting system and forms
- Public and client employee health and safety reports

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Hazardous substances

Tenderer should have provided evidence to demonstrate the safe handling and storage of hazardous substances by supplying the following documentation:

- A manifest or register of chemicals used by the company
- Copies of material safety data sheets for chemicals used
- Safe handling procedures, including personal protective equipment issued
- Proof of the relevant training

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Manual handling

The tenderer should have supplied documented evidence of the following:

- The risk assessments for manual handling of hazards
- Systems used to control manual handling of risks e.g. lifting aids, work procedures, etc.

3. OHS training

Tenderer should have supplied evidence of the following:

- Training records and competencies of employees (licenses,

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- permits, certificates)
- Records of 'on the job' training
 - Toolbox talk sessions conducted
 - Induction training programmes

4. Health and safety workplace inspections

Regular inspections undertaken

Tenderer should have provided evidence of the following:

- Plant inspection schedules
- Completed inspection reports
- Types of inspections undertaken

Standard inspection checklists

Tenderer should have supplied:

Copies of the types of inspection checklists used.

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Hazard reporting from tenderer

The tenderer should have supplied evidence of the following:

- Documented hazard reporting procedures and forms
- Copies of completed hazard reports

5. Health and safety consultation

Health and safety committee

The tenderer should have supplied evidence of the following:

- Structure of the committee/s
- Meeting schedule/s
- Minutes of meetings

Employee consultation

The tenderer should have provided evidence of the following:

- The list of employee health and safety representatives
- Documented procedures for consultation and dissemination of information
- Employee involvement in inspections and accident investigations

6. OHS performance monitoring

Safety performance statistics

The tenderer should have supplied evidence of the following:

- Reports on the company's health and safety injury trend data
- Performance targets established e.g. lost time injuries, person days lost, etc.

Health and safety performance information

The tenderer should have supplied evidence of the following:

- Records of who received reports
- Types of reports produced and supplied

Conviction of health and safety offence

If the tenderer had been convicted of a health and safety offence, details/casefile should be supply for the client to determine:

- The nature and circumstances of the incident/accident
- Proof of corrective actions undertaken

Comments:

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The checklist below is included as a guide only and may be modified to suit specific contract requirements.

GENERAL HEALTH AND SAFETY CHECKLIST

Contract name:			
Contract description:			
Contractor:			
Worksite location:		Date:	
Persons completing inspection:			

Indicate in the following manner:

√ – acceptable

× – not acceptable

N/A – not applicable

1. Health and safety systems evidence:

- 1.1 OHS policy displayed
- 1.2 Accident report book available
- 1.3 Induction records
- 1.4 Rehabilitation policy available
- 1.5 Workplace inspection records
- 1.6 Emergency procedures
- 1.7 Training records
- 1.8 Documented safe work procedures
- 1.9 Protective clothing and equipment records
- 1.10 Material safety data sheets (MSDS) available
- 1.11 Health and safety systems manual
- 1.12 Health and safety representatives appointed
- 1.13 Management safety representative appointed
- 1.14 Contract risk assessment available
- 1.15 Contract health and safety plan available

2. Housekeeping

- 2.1 Work areas free from rubbish and obstructions
- 2.2 Surfaces safe and suitable
- 2.3 Surfaces free from slip/trip hazards
- 2.4 Floor openings covered
- 2.5 Stock/material stored safely

Aisles:

- 2.6 Unobstructed and clearly defined
- 2.7 Adequate lighting
- 2.8 Vision at corners
- 2.9 Wide enough

3. Electrical

- 3.1 No broken plugs, sockets, switches, etc.
- 3.2 No frayed or defective leads
- 3.3 Power tools in good condition
- 3.4 No work near exposed live electrical equipment
- 3.5 Tools and leads inspected and tagged
- 3.6 No strained leads
- 3.7 No cable-trip hazards
- 3.8 Switches/circuits identified
- 3.9 Lock-out procedures/danger tags in place
- 3.10 Earth leakage systems used
- 3.11 Start/stop switches clearly identified
- 3.12 Switchboards secured
- 3.13 Appropriate fire fighting equipment

4. Mobile plant and equipment

- 4.1 Plant and equipment in good condition
- 4.2 Daily safety inspection procedures/checklists
- 4.3 Fault reporting/rectification system used
- 4.4 Operators trained and licensed
- 4.5 Warning and instructions displayed
- 4.6 Warning lights operational
- 4.7 Reversing alarm operational
- 4.8 Satisfactory operating practices
- 4.9 Fire extinguisher in good condition and operational
- 4.10 Tyres satisfactory
- 4.11 SWL of lifting or carrying equipment displayed

5. Machinery and workbenches

- 5.1 Adequate work space
- 5.2 Clean and tidy
- 5.3 Free from excess oil and grease
- 5.4 Adequately guarded
- 5.5 Warnings or instructions displayed
- 5.6 Emergency stops appropriately placed and clearly identifiable
- 5.7 Operated safely and correctly

Workbenches:

- | | |
|--|--|
| 5.8 Clear of rubbish | |
| 5.9 Tools in proper place | |
| 5.10 Duckboards or floor mats provided | |

6. Hazardous substances

- | | |
|--|--|
| 6.1 Stored appropriately | |
| 6.2 Containers labelled correctly | |
| 6.3 Adequate ventilation/exhaust systems | |
| 6.4 Protective clothing/equipment available/issued and used | |
| 6.5 Personal hygiene – dermatitis control | |
| 6.6 Waste disposal procedures | |
| 6.7 Material safety data sheets (MSDS) available | |
| 6.8 Chemical handling procedures followed | |
| 6.9 Chemical register kept | |
| 6.10 Appropriate emergency/first aid equipment (shower, eye bath, extinguishers) | |
| 6.11 Hazchem signing displayed | |

7. Welding

- | | |
|---|--|
| 7.1 Gas bottles securely fixed to trolley | |
| 7.2 Welding fumes well ventilated | |
| 7.3 Fire extinguisher near work area | |
| 7.4 Only flint guns used to light torch | |
| 7.5 Flash back spark arresters fitted | |
| 7.6 Vision screens used for electric welding | |
| 7.7 LPG bottles within 10 year stamp | |
| 7.8 Personal protective equipment issued and worn | |
| 7.9 Hot work permit system used | |

8. Excavations

- | | |
|---|--|
| 8.1 Shoring in place and in sound condition | |
| 8.2 Excavation well secured | |
| 8.3 Signage displayed | |
| 8.4 Banks battered correctly and spoil away from edge | |
| 8.5 Clear and safe access around excavation | |
| 8.6 Separate access and egress points from excavation | |
| 8.7 Safe work procedure in place | |

9. Prevention of falls

- | | |
|--|--|
| 9.1 All work platforms have secure handrails, guarding or fence panels | |
| 9.2 Harnesses and lanyards or belts provided | |
| 9.3 All floor penetrations covered or barricaded | |
| 9.4 Unsafe areas signposted and fenced | |
| 9.5 Safe work procedure in place | |

10. Stairs, steps and landings

- | | |
|------------------------------|--|
| 10.1 No worn or broken steps | |
|------------------------------|--|

- 10.2 Handrails in good repair
- 10.3 Clear of obstructions
- 10.4 Adequate lighting
- 10.5 Emergency lighting
- 10.6 Non-slip treatments/treads in good condition
- 10.7 Kick plates where required
- 10.8 Clear of debris and spills
- 10.9 Used correctly

11. Ladders

- 11.1 Ladders in good condition
- 11.2 Ladders not used to support planks for working platforms
- 11.3 Correct angle to structure 1:4
- 11.4 Extended 1.0 metre above top landing
- 11.5 Straight or extension ladders securely fixed at top
- 11.6 Metal ladders not used near live exposed electrical equipment

12. Personal protection

- 12.1 Employees provided with personal protective equipment
- 12.2 Personal protective equipment worn by employees
- 12.3 Sun cream and sunglasses provided
- 12.4 Correct signage at access points

13. Manual handling

- 13.1 Mechanical aids provided and used
- 13.2 Safe work procedures in place
- 13.3 Manual handling risk assessment performed
- 13.4 Manual handling controls implemented

14. Workplace ergonomics

- 14.1 Workstation and seating design acceptable
- 14.2 Ergonomic factors considered in work layout and task design
- 14.3 Use of excessive force and repetitive movements minimised
- 14.4 Appropriate training provided

15. Material storage

- 15.1 Stacks stable
- 15.2 Heights correct
- 15.3 Sufficient space for moving stock
- 15.4 Material stored in racks/bins
- 15.5 Shelves free of rubbish
- 15.6 Floors around stacks and racks clear
- 15.7 Drums checked
- 15.8 Pallets in good repair
- 15.9 Heavier items stored low
- 15.10 No danger of falling objects
- 15.11 No sharp edges
- 15.12 Safe means of accessing high shelves

15.13 Racks clear of lights/sprinklers	
16. Confined spaces	
16.1 Risk assessment undertaken	
16.2 Communication and rescue plan in place	
16.3 Safety equipment in good working condition	
16.4 Suitable training provided to employees	
16.5 Confined space permit used	
17. Lasers	
17.1 Operator has laser operator licence	
17.2 Signage displayed	
17.3 Laser not used in a manner to endanger other persons	
18. Demolition	
18.1 Risk assessment undertaken in advance	
18.2 Access prevented to demolition area	
18.3 Overhead protection in place	
18.4 Protection of general public	
18.5 Safe work procedures in place	
19. Public protection	
19.1 Appropriate barricades, fencing, hoarding, gantry secure and in place	
19.2 Signage in place	
19.3 Suitable lighting for public access	
19.4 Footpaths clean and free from debris	
19.5 Dust and noise controls in place	
19.6 Site access controlled	
19.7 Traffic control procedures in place	
19.8 Public complaints actioned	
20. Amenities	
20.1 Washrooms clean	
20.2 Toilets clean	
20.3 Lockers clean	
20.4 Meal rooms clean and tidy	
20.5 Rubbish bins available – covered	
21. First aid	
21.1 Cabinets and contents clean and orderly	
21.2 Stocks meet requirements	
21.3 First aiders names displayed	
21.4 First aiders location and phone numbers	
21.5 Qualified first aider(s) (Certificates available)	
21.6 Record of treatment and of supplies dispensed	
22. Lighting	

- 22.1 Adequate and free from glare
- 22.2 Lighting clean and efficient
- 22.3 Windows clean
- 22.4 No flickering or inoperable lights
- 22.5 Emergency lighting system operational

23. Fire control

- 23.1 Extinguishers in place
- 23.2 Firefighting equipment serviced/tagged
- 23.3 Appropriate signing of extinguishers
- 23.4 Extinguishers appropriate to hazard
- 23.5 Emergency exit signage
- 23.6 Exit doors easily opened from inside
- 23.7 Exit pathways clear of obstruction
- 23.8 Alarm/communication system – adequate
- 23.9 Smoking/naked flame restrictions observed
- 23.10 Minimum quantities of flammables at workstation
- 23.11 Flammable storage procedures
- 23.12 Emergency personnel identified and trained
- 23.13 Emergency procedures documented – issued
- 23.14 Emergency telephone numbers displayed
- 23.15 Alarms tested
- 23.16 Trial evacuations conducted
- 23.17 Personnel trained in use of firefighting equipment
