SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD1**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **Q7773-2021** | CLOSING DATE: | **08 December 2021** | CLOSING TIME: | **11:00 AM** |
| Description | **THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL**<br><br>**Please note:**<br>**This procurement includes Local content as per SBD 6.2 Please find attached Local content Annexures**<br><br>**It is estimated that tenderers must have a CIDB contractor grading designation of Level 2 GB or higher.** | | | | |

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

**Briefing Session and Site Inspection**

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**.

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | Rorisang Modiba | CONTACT PERSON | Nkululo Zulu |
| TELEPHONE NUMBER | 012 843 5332 | TELEPHONE NUMBER | +27 33 344 3585 |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | R.modiba@sanbi.org.za | E-MAIL ADDRESS | N.Zulu@sanbi.org.za |

| SUPPLIER INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | | |
| POSTAL ADDRESS | | | | | | |
| STREET ADDRESS | | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA | |
| B-BBEE STATUS | TICK APPLICABLE BOX] | | B-BBEE STATUS LEVEL | | [TICK APPLICABLE BOX] | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | |
|---|---|---|---|
| LEVEL VERIFICATION CERTIFICATE | ☐ Yes ☐ No | SWORN AFFIDAVIT | ☐ Yes ☐ No |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED**? | ☐Yes ☐No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO | | |
| **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

PART B

## TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD 4**

# DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:……...

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): …….

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……

2.5 Tax Reference Number: ……

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

and exercises control over the enterprise.

2.6 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

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

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:

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

……
Position occupied in the state institution:

……
Any other particulars:
……
……
……

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

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

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

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

……
……

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

2.8.1 If so, furnish particulars:
……..
……..
……...

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

2.9.1 If so, furnish particulars.
……...
……..….
……

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

2.10.1 If so, furnish particulars**.**
……...
……..….

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

2.11.1 If so, furnish particulars:
……...



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

……..…
……

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

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

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

Signature

Date

……

Position

……

Name of bidder



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD 6.1**

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

a) Price; and

b) B-BBEE Status Level of Contributor.

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

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**(e)** **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

**1)** B-BBEE Status level certificate issued by an authorized body or person;

**2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**3)** Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

*(j)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

## 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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:

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

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| **Designated Group: An EME or QSE which is at 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 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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;



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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<br>1. ……..<br>2. ……. | ……<br>SIGNATURE(S) OF BIDDER(S)<br>DATE: ……..<br>ADDRESS: ……..<br>……..<br>…….. |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD 6.2**

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

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

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

### 1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100
Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.**

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**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:**

| Description of services, works or goods | Stipulated minimum threshold |
|---|---|
| **Roof Covering & Flashings** | 100% |
| **Timber Trusses & Purlins** | 100% |

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are 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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**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.Q7773-2021** .....

**ISSUED BY**: (Procurement Authority / Name of Institution):

.....

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/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 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) | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| Local content %, as calculated in terms of SATS 1286:2011 | |

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** _____ **DATE:** _____

**WITNESS No. 1** _____ **DATE:** _____

**WITNESS No. 2** _____ **DATE:** _____

**Local content requirements:**

This bid contains local content. Only locally produced or locally manufactured steel products with a minimum threshold for local production and content will be considered. The Local Content threshold of 100% (One Hundred Percent) for steel products will be required for items specified on SBD 6.2. The Declaration Certificate for local content SBD 6.2 together with all Local content Annexures Declaration must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

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

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

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

$LC = (1 – x/y) * 100$



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

Where

x is the imported content in Rand

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

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

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank at 12:00 on the date of the advertisement of this bid.

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

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

If the quantity of steel products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and /or at the designated local content threshold stipulated in paragraph 3.3 , bidders should obtain written exemption from the Department of Trade & Industry.

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

A person awarded a contract in relation to a designated sector, may not subcontract in a such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD 8**

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

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. failed to perform on any previous contract.

**4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | |
|---|---|---|---|
| 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)?<br>**cess 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: | | |

**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**



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| …… | …… |
| **Position** | **Name of Bidder** |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

**SBD 9**

## CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all quotations[1] 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). 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.**



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**SBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **SANBI:Q7773/2021**

**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL**

_____

(Quotation 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;



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

[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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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 |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

# SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

## ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL

**QUOTATION No.Q7773-2021**

**NOVEMBER 2021**

**NAME OF TENDERER:** _____

**TENDER AMOUNT:** _____

**CLOSING DATE:** **8 December 2021**

**CLOSING TIME:** **11H00**

**Issued by**:

SCM Manager
South African National Biodiversity Institute
Private Bag X101
Silverton
0184

**Prepared by:**

SiVEST SA (Pty) Ltd
P.O. Box 707
Msunduzi
Pietermaritzburg
KwaZulu Natal
3231
Mr C de Sousa
Tel: 033 347 1600
craigds@sivest.co.za



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

## Invitation to Quote

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

The appointment of a Service Provider for the roof replacement at the Education Centre at the KwaZulu Natal National Botanical Garden in Pietermaritzburg, KwaZulu Natal.

**Tender documents will be available** as from **19 November 2021** 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: | S.SCM-Quotations@sanbi.org.za |
| Cc: | CraigdS@sivest.co.za & N.Zulu@sanbi.org.za |
| Cut-off date for enquiries: | 25 November 2021 at 12:00 |

## 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 **2 GB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB
2. the lead partner has a contractor grading designation in the **2 GB** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

## 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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

## Evaluation process

In accordance with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality as a Criterion for Evaluation (Issued 3 September 2010), this bid will be evaluated in two stages:

The first stage will evaluate functionality according to the criteria listed in the table below:

## 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<br>• Method to be followed in delivering this project<br>• Weekly plan/programme with milestones | **25**<br>(15)<br>(10) |
| 2 | Contractor's Experience<br>• Three reference letters regarding work of similar scope and scale completed in last three years<br>• List of at least five other similar projects with telephonic references and indicating value of works completed | **35**<br>(15)<br>(20) |
| 3 | Contractor's Resources – Personnel and Plant<br>Proposed personnel:<br>• CV for proposed site supervisor indicating:<br>o Previous work experience of similar projects<br>o Total number of years' working experience in construction<br>(1 point per year, less than 1 year experience will be 0 points,<br>ten years and above will be 10 points)<br>o Individual experience on similar work in last five years<br>o Qualifications or artisan's certification or other recognised training courses completed<br>o Membership of professional bodies or guilds<br>Plant:<br>• Equipment owned by contractor<br>• Equipment to be rented (if any) | **40**<br>(5)<br>(10)<br>(5)<br>(5)<br>(5)<br>(10) |
| **TOTAL** | | **100** |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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

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: A Tenderer having a B-BBEE status level of contributor **Level 1**.

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

**Potential service providers are required to submit the following documentation:**

- SBD forms (SBD 1, 4, 6.1,6.2 8 and 9).And Local Content Annexures. The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- An original or certified copy of B-BBEE certificate or sworn affidavit (please note that failure to submit a valid original or certified B-BBEE certificate / sworn affidavit mentioned above will result in the tenderer not being awarded B-BBEE preference points).
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.
- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- It is estimated that tenderers must have a CIDB contractor grading designation of Level 2 GB or higher.
- Proof of Public Liability Insurance.
- Fraud and Corruption
    - Any effort by a Bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned. SANBI shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act, or any other improper conduct in bidding for any other work.
    - SANBI may disregard any submission if that Bidder, or any of its directors -
        - have abused the Supply Chain Management (SCM) system of any Government Department/ institution; have committed proven fraud, corruption or any other improper conduct in relation to such system; have failed to perform on any previous contract and the proof thereof exists; and/or
        - is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- Quotations must include cost breakdown of all the specifications and the price must be VAT inclusive.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

# FORM OF OFFER AND ACCEPTANCE

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

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 at the Education Centre at the KwaZulu Natal National Botanical Garden in Pietermaritzburg, KwaZulu Natal.

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:** ……



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

……

……
*(Insert name and address of organisation)*

Name & signature of witness …… Date ……

……



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

## Acceptance

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

The terms of the Contract are contained in

Part C1 Agreements and Contract Data *[which includes this Agreement]*

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s) ……

Name(s) ……

Capacity ……

**For the Employer:** ……

……

……



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

*(Insert name and address of organisation)*

Name & signature of witness …… Date ……

……



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

## 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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**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_____



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C.1.2 Contract Data

## C.1.2 Contract Data

The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

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

## Part 1: Data provided by the Employer

| Clause | Data |
|---|---|
| 1.1.1.13 | **Clause 1.1.1.13: Defects Liability Period**<br><br>The Defects Liability Period is **12 months**, measured from the date of the Certificate of Completion |
| 1.1.1.14 | **Clause 1.1.1.14: Due Completion Date**<br><br>The time for achieving Practical Completion is **3 months** after the Commencement Date |
| 1.1.1.15 | The name of the Employer is **The South African National Biodiversity Institute,** represented by Mr. C. Willis and/or such persons or person duly authorised thereto be the Employer in writing. |
| 1.2.1.2 | The Employer's address for receipt of communications is:<br><br>**Delivery Address:**<br>**Attention:** Deputy Director: Supply Chain Management<br>Pretoria National Botanical Garden<br>2 Cussonia Avenue, Biodiversity Centre<br>Brummeria, Pretoria<br><br>**Postal Address:**<br>**Attention:** Supply Chain Management<br>South African National Biodiversity Institute<br>Private Bag X101<br>Silverton<br>0184 |
| 1.1.1.16 | The name of the Engineer is **SiVEST SA Consulting Engineers** |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| 1.2.1.2 | The address of the Engineer is:<br>**P.O. Box 707, Msunduzi, Pietermaritzburg, KwaZulu Natal, 3231**<br>Tel: **033 347 1600**<br>Email: **craigds@sivest.co.za** |
| 1.1.1.26 | **Clause 1.3.: Pricing Strategy**<br><br>The Pricing Strategy is a re-measurement contract |
| 2.1 | |
| 3.1.3 | **Clause 3.1.3: Specific Approval of the Employer Required**<br><br>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:<br><br>1 Clause 6.3: Variations<br><br>2 Clause 5.11.1: Suspension of the Works<br><br>3 Clause 5.12: Extension of Time for Practical Completion |
| 5.3.1 | **Clause 5.3.1: Commencement of the Works**<br><br>The documentation required before commencement with Works execution are:<br><br>Health and Safety Plan (Refer to Clause 4.3)<br>Initial programme (Refer to Clause 5.6)<br>Security (Refer to Clause 6.2)<br>Insurance (Refer to Clause 8.6)<br>Cash flow |
| 5.3.2 | **Clause 5.3.2: Timeframe to deliver documentation**<br><br>The time to submit the documentation required before commencement with Works execution is **Fourteen (14) days**. |
| 5.4.2 | The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information. |
| 5.8.1 | **Clause 5.8.1: Non-Working Times**<br><br>The non-working days are Saturdays and Sundays.<br><br>The special non-working days are:<br><br>1. All gazetted public holidays falling outside the year end break.<br><br>2. The year-end break commencing on 15 December 2021 and ending on 15 January 2022. |
| 5.12.2. | **Clause 5.12.2.: Some reasons for extension of time**<br><br>**Clause 5.12.2.2: Abnormal climatic conditions.**<br><br>*Add the following:*<br><br>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1). |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.<br><br>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.<br><br>January 9 days; February 9 days; March 10 days; April 8 days; May 5 days; June 4 days; July 4 days; August 5 days; September 6 days; October 9 days; November 9 days; December 10 days<br><br>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.<br><br>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions. |
| 5.13.1 | **Clause 5.13.1: Penalty for Delay**<br><br>The penalty for failing to complete the Works is **R 1000** per day |
| 5.16.3 | **Clause 5.16.3: Latent defect liability**<br><br>The latent defect period is one (1) year for the project. |
| 6.2 | **Clause 6.2: Security**<br><br>The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum. |
| 6.8.2 | **Clause 6.8.2: Contract Price Adjustment**<br><br>Contract Price Adjustment: Is not applicable |
| 6.8.3 | **Clause 6.8.3: Variation in Cost of Special Materials**<br><br>Price adjustments for variations in the costs of special materials are not allowed |
| 6.10.1.5 | **Clause 6.10.1.5: Interim Payments - Materials on Site**<br><br>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for or will be paid. |
| 6.10.3 | **Clause 6.10.3: Retention Money**<br><br>The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2,5% upon the issue of |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| | the Certificate of Completion. The remaining 2,5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defects liability period.<br><br>Security plus Retention amount will not exceed 15% of the Contract Sum |
| 6.10.4 | **Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate**<br><br>*Replace* "28 days" *in the second last sentence with* "30 days" |
| 6.10.6 | **Clause 6.10.6: Set-Off and Delayed Payments**<br><br>A guarantee in lieu of retention is not permitted |
| 6.10.6.2 | **Clause 6.10.6.2: Set-Off and Delayed Payments**<br><br>*Replace the words* "prime overdraft rate certified by the Contractor's banker" *with the words* "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply" |
| 6.10.8 | **Clause 6.10.8: Contractor's completion statement**<br><br>*Replace* "28 days" *in the last sentence with* "30 days" |
| 6.10.9 | **Clause 6.10.9: Final payment certificate**<br><br>*Replace* "28 days" *in the last sentence with* "30 days" |
| 6.12 | **Clause 6.12: Additional**<br><br>*Add Clause 6.12 as follows:*<br><br>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply |
| 8.6.1 | **Clause 8.6.1: Insurance**<br><br>*Add the following:*<br><br>**Damage to the Works**<br><br>(a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary.<br><br>(b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.<br><br>(c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2. |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| | (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.<br>. |
| 8.6.1.1.2 | **Clause 8.6.1.1.2: Insurance**<br><br>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil. |
| 8.6.1.1.3 | **Clause 8.6.1.1.3: Insurance**<br><br>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil. |
| 8.6.1.3 | **Clause 8.6.1.3: Insurance**<br><br>The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction. |
| 8.6.1.5 | **Clause 8.6.1.5: Additional Insurance**<br><br>Additional Insurance is required for the following:<br><br>a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.<br><br>b) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river. |
| 10.5, 10.6, 10.7 | **Clause 10.5, 10.6, 10.7: Dispute Resolution**<br><br>Dispute resolution shall be by **Arbitration**. |
| 11 | **Clause 12: Confidentiality**<br><br>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer. |
| 12 | **Clause 13: Amendments in writing**<br><br>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto. |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**Clause**

1.1.1.9 The Contractor is ……

1.2.1.2 The Contractor's address for receipt of communications is:

| Physical address: | Postal address: |
|---|---|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |

Telephone: .....

Fax: .....

Email: .....



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**C1.3 Form of Guarantee**

**PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015),

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:……

Physical Address:……

"Employer" means:……

"Contractor" means:……

"Engineer" means:……

"Works" means:…….....

"Site" means:……

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

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

Amount in words:……

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

Amount in words:……

"Expiry Date" means:……

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at ……...

Date……

Guarantor's signatory (1) ……..

Capacity ……..

Guarantor's signatory (2) ……..



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C2 Pricing Instruction and Bill of Quantities

## 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.

### 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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# Part C2: Bill of Quantities

## C2.2 Bill of Quantities



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 1**<br><br>**PRELIMINARIES**<br><br>**NOTES:**<br><br>The contractor shall agree the location of all temporary services with the Engineer before installation and on completion remove same and make good<br><br>**GENERAL NOTES TO TENDERERS**<br><br>Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves as to the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard. | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities. Tenderers shall notify the Structural Engineer in writing of any discrepancies encountered upon which clarification will be given by the Structural Engineer in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard.<br><br>Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard.<br><br>Tenderers are required to study the Model Preambles for Trades before pricing the Bill of Quantities<br><br>**FIXED CHARGE ITEMS** | | | | |
| 1\1 | Contractual Requirements | Item | 1 | | |
| 1\2 | Company and head office overhead costs | Item | 1 | | |
| Total carried forward to next page | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| Total carried forward from previous page | | | | | |
| 1\3 | Health, safety and environmental costs (HSE) | Item | 1 | | |
| 1\4 | Other fixed-charge obligations | Item | 1 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | **Establish Facilities on the Site:** | | | | |
| 1\5 | Offices | Item | 1 | | |
| 1\6 | Storage facility | Item | 1 | | |
| 1\7 | Site notice board | Item | 1 | | |
| 1\8 | Workshops | Item | 1 | | |
| 1\9 | Laboratories | Item | 1 | | |
| 1\10 | Living accommodation | Item | 1 | | |
| 1\11 | Ablution and latrine facilities | Item | 1 | | |
| 1\12 | Tools and equipment | Item | 1 | | |
| 1\13 | Craneage (Provide separate cost breakdown) | Item | 1 | | |
| 1\14 | Water supplies, electric power and communications | Item | 1 | | |
| 1\15 | Dealing with water | Item | 1 | | |
| 1\16 | Access | Item | 1 | | |
| 1\17 | Plant | Item | 1 | | |
| 1\18 | Remove Contractor's Site establishment on completion | Item | 1 | | |
| | **TIME RELATED ITEMS** | | | | |
| 1\19 | Contractual Requirements | Mnths | 2 | | |
| 1\20 | Company and head office overhead costs | Mnths | 2 | | |
| 1\21 | Health, safety and environmental costs (HSE) | Mnths | 2 | | |
| 1\22 | Other time-related obligations | Mnths | 2 | | |
| Total carried forward to next page | | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| Total carried forward from previous page | | | | | |
| | **Operate and maintain facilities on the Site for Contractor for duration of construction except where otherwise stated:** | | | | |
| 1\23 | Offices and storage sheds | Mnths | 2 | | |
| 1\24 | Workshops | Mnths | 2 | | |
| 1\25 | Laboratories | Mnths | 2 | | |
| 1\26 | Living accommodation | Mnths | 2 | | |
| 1\27 | Ablution and latrine facilities | Mnths | 2 | | |
| 1\28 | Tools and equipment | Mnths | 2 | | |
| 1\29 | Craneage (Provide separate cost breakdown) | Mnths | 2 | | |
| 1\30 | Water supplies, electric power and communications | Mnths | 2 | | |
| 1\31 | Dealing with water | Mnths | 2 | | |
| 1\32 | Access | Mnths | 2 | | |
| 1\33 | Plant | Mnths | 2 | | |
| 1\34 | Site Supervision | Mnths | 2 | | |
| 1\35 | Site health, safety and environmental costs (HSE) | Mnths | 2 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Total carried forward to Summary | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 2**<br><br>**DEMOLITIONS**<br><br>View site<br><br>Before submitting his tender, the tenderer 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 demolished. 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<br><br>Explosives<br><br>No explosives whatsoever may be used for demolition purposes unless otherwise stated<br><br>General<br><br>Water supply pipes and other piping that may be encountered 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 principal agent | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site<br><br>**GENERAL NOTES TO TENDERERS**<br><br>General notes, described in Bill No. 1, shall equally apply to this Bill. | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **DEMOLITION, ETC**<br>Stripping and or demolishing and removal from to site to an approved dump area. Salvaged items to be securely stored and protected for reuse. Existing structure and contents to be protected from damage. | | | | |
| 2\1 | Strip off and remove from site, asbestos shingle roof tiles, ridge capping & associated items. | $m^2$ | 280 | | |
| 2\2 | Strip off and remove from site 38x38 timber battens | m | 1180 | | |
| 2\3 | Strip off and remove from site pegboard beamfilling closures (300 wide) | m | 70 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| 2\4 | Strip off and salvage for re-use timber barge and facia boards and gabble ladder members in suitable condition for reuse | m | 80 | | |
| 2\5 | Strip off and remove from site complete timber roof trusses, span not exceeding 10m and height not exceeding 1.7m, pitch not exceeding 25 degrees | No. | 4 | | |
| Total carried forward to Summary | | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 3** | | | | |
| | **ALTERATIONS** | | | | |
| | View site | | | | |
| | Before submitting his tender, the tenderer 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 salvageable from the alterations. 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 | | | | |
| | General | | | | |
| | The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent | | | | |
| | **GENERAL NOTES TO TENDERERS** | | | | |
| | General notes, described in Bill No. 1, shall equally apply to this Bill. | | | | |
| | **REPAIR WORKS** | | | | |
| | Remove damaged and irreparable sections of pressed fibreboard cladding in full panel portions, without damaging support substructure, and replace with 6,4mm thick tempered hardboard sheeting fixed to existing timber frame with steel nails and painted as described elsewhere in: | | | | |
| 3\1 | External walls, 80mm thick, panels not exceeding 1.2m x 2.4m including 50x25 planed and rounded timber joint strips to match existing. | $m^2$ | 10 | | |
| 3\2 | Ceilings, panels not exceeding 1.2m x 2.4m, including 50x25 planed and rounded timber joint strips to match existing. | $m^2$ | 60 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Total carried forward to Summary | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 4**<br><br>**ROOF COVERINGS, CLADDINGS, ETC**<br><br>**GENERAL NOTES TO TENDERERS**<br><br>General notes, described in Bill No. 1, shall equally apply to this Bill.<br><br>*NOTE: The contractor is to submit a certificate signed by the merchant, stating that the roof covering supplied complies with the required thickness specified.*<br><br>**PROFILED METAL SHEETING AND ACCESSORIES**<br><br>0,58mm thick "Global Roofing Solutions Klip-Lok 700 Galvanised Chromadek 0,58mm ISQ550 (3T)", or similar approved, steel roof sheeting in single lengths fixed with concealed brackets to timber purlins at 1460mm centers all to manufacturer's instructions. Flashings and cappings to be similar material all fixed to manufacturer's instruction. | | | | |
| 4\1 | Roof covering with pitch not exceeding 25 degrees | m² | 280 | | |
| 4\2 | Barge flashing, 600mm girth, three times bent along girth. | m | 20 | | |
| 4\3 | Ridge capping, 600mm girth, three times bent along girth. | m | 30 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | **ROOF INSULATION**<br><br>Sisalation® FR405 Light industrial grade reinforced aluminium foil, or similar approved insulation, double sided, with purlins spaced at greater than 1500mm centres with 1,6mmØ double galvanised straining wires at 275mm centres securely fixed across bottom of purlins, "Sisalation" roll cut to size and suspended between the purlins and pulled between wires and roof sheets by attached pull wire. "Sisalation" folded over first and last span wires and securely stapled to itself, all as per the manufacturer's instructions. | | | | |
| 4\4 | Insulation laid taut over trusses (at approximately 800mm centres) and fixed concurrently with roof sheeting. | m² | 280 | | |
| Total carried forward to Summary | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 5**<br><br>**CARPENTRY AND JOINERY**<br><br>**SUPPLEMENTARY PREAMBLES**<br><br>**GENERAL NOTES TO TENDERERS**<br><br>General notes, described in Bill No. 1, shall equally apply to this Bill.<br><br>All structural timber works to be in strict accordance with SANS 2001-CT2:2011<br><br>Hurricane clips to be installed at every fixing point of the ridge purlin, eaves and all exposed purlins.<br><br>**TIMBER TRUSSES** | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | Prefabricated roof trusses, designed and supplied by specialist manufacturer, length not exceeding 12m and height not exceeding 1.2m, with TR1 and TR2 certification on completion of the installation. | | | | |
| 5\1 | Supply and install new timber roof trusses in positions of removed trusses, using existing fixings. Truss dimensions not exceeding 10m span, 1.7m height and 25 degree pitch. | No. | 4 | | |
| | Pre-treated structural timber, Grade 5. | | | | |
| 5\2 | Supply and install 38x50 Grade 5 SA Pine Purlins at max 1,5m centres onto timber roof trusses. | m | 320 | | |
| 5\3 | Supply and install 38x50 Grade 5 SA Pine tilting battens, cut to match roof pitch, for beam filling closure fixing. | m | 58 | | |
| 5\4 | Reinstall previously salvaged facia and barge boards | m | 80 | | |
| 5\5 | Supply and install new Grade 5 SA Pine timber facia boards 220x30mm thick to match existing. | m | 20 | | |
| Total carried forward to next page | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| Total carried forward from previous page | | | | | |
| 5\6 | Supply and install new Grade 5 SA Pine timber gabble ladder 220x38 mm thick to match existing. | m | 10 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| 5\7 | Supply and install 3,2mm Pegboard Hardboard beam filling closures onto existing structure and tilting batten, 350 wide. | m | 70 | | |
| 5\8 | Seal roof sheeting ridges with expanding foam, allow to dry and cut flush with Pegboard sheet and paint, colour to match walls. | m | 58 | | |
| Total carried forward to Summary | | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 6** | | | | |
| | **PAINTWORK** | | | | |
| | **SUPPLEMENTARY PREAMBLES** | | | | |
| | **PAINT SPECIFICATIONS** | | | | |
| | All painting shall be done in accordance with specifications and to manufacturer's instruction unless otherwise described | | | | |
| | **GENERAL NOTES TO TENDERERS** | | | | |
| | General notes, described in Bill No. 1, shall equally apply to this Bill. | | | | |
| | **PAINTWORK ETC TO NEW WORK** | | | | |
| | **ON TIMBER & HARDBOARDS** | | | | |
| | Two coats "Carbolineum" paint to all plain exposed timbers, new and existing, prior to installation, which do not receive colour coat on: | | | | |
| 6\1 | Truss ends, purlins, sprockets, floor beams | m² | 105 | | |
| | **ON EXTERNAL TIMBER SURFACES** Prepare and apply one coat primer and one undercoat and one finishing coat 'Plascon Wall and All' or similar approved paint on: | | | | |
| 6\2 | Hardboard clad timber framed walls | m² | 108 | | |
| 6\3 | Facias and Barge Boards | m² | 21 | | |
| | **ON INTERNAL TIMBER SURFACES** | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | Prepare and apply one coat primer and one undercoat and one finishing coat 'Plascon Double Velvet' or similar approved enamel paint on: | | | | |
| 6\4 | Hardboard clad timber framed walls and partitions | m² | 270 | | |
| 6\5 | Ceilings | m² | 125 | | |
| Total carried forward to next page | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| Total carried forward from previous page | | | | | |
| | **ON METAL** | | | | |
| | Prepare and apply one coat primer and one undercoat and two finishing coat 'Plascon Wall and All' or similar approved paint on: | | | | |
| 6\6 | Mild Steel Posts and Railings | m² | 15 | | |
| | **GENERAL CLEANING** | | | | |
| 6\7 | Thoroughly wash and clean all areas, walls, floors, windows, ceilings, doors, fixtures, fittings etc. throughout the building, internal & external, on completion of the works prior to handover. | Item | 1 | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Total carried forward to Summary | | | | | |

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **BILL NO. 7**<br><br>**PROVISIONAL SUMS**<br><br>Allow the following **Provision Sum** to be used as indicated and directed by the Representative/Agent and deducted in whole or in part if not required: | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | | | | | |
|---|---|---|---|---|---|
| | **ELECTRICAL WORKS** | | | | |
| 7\1 | Allow the provisional sum, as indicated, for Electrical Works executed complete | Item | 1 | | 31 500.00 |
| 7\2 | Profit on item 7\1 above | % | | | |
| 7\3 | General attendance on item 7/1 above | Item | 1 | | |
| Total carried forward to Summary | | | | | |



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

SANBI
Biodiversity for Life
South African National Biodiversity Institute

## SUMMARY OF SCHEDULE PRICES

| BILL NO | DESCRIPTION | AMOUNT | |
|---|---|---|---|
| | | R | c |
| 1 | PRELIMINARIES | | |
| 2 | DEMOLITIONS | | |
| 3 | ALTERATIONS | | |
| 4 | ROOF COVERINGS, CLADDINGS, ETC | | |
| 5 | CARPENTRY AND JOINERY | | |
| 6 | PAINTWORK | | |
| 7 | PROVISIONAL SUMS | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **SUB TOTAL** | | | |
| **ADD:** Value Added Tax @ 15% | | | |
| **TOTAL CARRIED FORWARD TO FORM OF OFFER** | | | |

Signature _____ Date _____

Name _____ Capacity _____



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

Tenderer _____



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C3 Scope of Work

## Description of the Works

**Employer's Objectives**

The employer's objective is to deliver improved infrastructure in the KwaZulu-Natal National Botanical Garden in Pietermaritzburg.

**Overview of the Works**

The project entails the replacement of the existing roof covering on the Education Centre which comprises asbestos shingle tiles with new roof sheeting inclusive of ceilings where necessary and general refurbishment of the building.

**Extent of the Works**

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

- Removal of existing asbestos roof tiles and replacement with new profiled metal roof sheeting.
- Repairs and strengthening to roof structure
- Removal and replacement of ceilings where damaged.
- Repairs to damaged sections of timber framed walls.
- Cleaning and painting of the building.
- Replacement of lighting.
- Electrical compliance.

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

The project period will be **2 months.**

**Location of the Works**

The site is located at the KwaZulu-Natal National Botanical Garden in Pietermaritzburg, 2 Zwartkop Road, Prestbury, Pietermaritzburg.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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

- Education Centre

**Description of Site and Access**

The Pietermaritzburg Botanical gardens were established in the early 1870s and sit at the heart of Pietermaritzburg, also known as the City of Flowers.

The gardens focus on the conservation and propagation of rare and endangered indigenous plants but the collections also contain northern hemisphere plants such as tulip and camphor trees, giant figs, magnolias and swamp cypresses.

A particular highlight is the muthi garden of indigenous medicinal plants, which is displayed around a traditional Zulu hut. There is a number of walking trails through east coast grassland and indigenous forest.

The gardens are accessed via Zwartkop / Mayors Walk Road, Prestbury, Pietermaritzburg.

**Temporary Works**

All design and construction of any temporary works remains the responsibility of the Contractor and to be reviewed by the Engineer.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C3 Scope of Work

## Construction

### 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 contact.

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. SANS 2001-CT2 and SANS 10243 shall apply to the contract.

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

### Project Specifications

Steel Roof Sheets

Shall be the secret fixed type, supplied with all fittings in full-length sheets in the profile and colour as specified. Sheets shall be a minimum of 0.58mm and maximum of 0.8mm thickness. Sheets shall leave the factory in the specified colour and any scratches etc., due to handling are to be ‘touched up’ on site after installation. All fixings, valleys, cappings and securing clips shall be to manufacturers’ recommendations strictly. Material to be supplied with an all-inclusive corrosion protection guarantee of 20 years.

Timber

All timber to be South African softwood in accordance with SANS Specification 563 and, unless otherwise specified, of Stress Grade V4, and branded accordingly. If it is necessary to use sizes that have to be re-sawn, these shall be re-graded and stamped with the respective SANS stress grade mark. Unless this is done, timber which is re-sawn is no longer considered as complying with the specification and shall on no account be used.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

## Plant and Materials

Plant and Materials Supplied by the Employer

None

Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Engineer. Shop drawings to be provided for any new installations of timber or structural steel.

## Security and Protection of the Works

The works are to be fully protected from damage, ingress of water and be secured for the full duration of the contract.

## Construction Equipment

Requirements for Equipment

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

Equipment Provided by the Employer

None

## Existing Services

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.

Treatment of Existing Services

Contractor to use caution.

Use of Detection Equipment for the Location of Underground Services

At main Contractor's discretion.

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 off the services to the original state before it was damaged, as well as all cost associated with the damaged service.

## Site Establishment

Services and Facilities Provided by the Employer

None.

Facilities Provided by the Contractor

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

Storage

No requirements are specified.

Other Facilities and Services

No requirements are specified.

Vehicles and Equipment

No requirements are specified.

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.

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.

**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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C3 Scope of Work

## Management

**Planning and Programming**

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.

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



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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.

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.

**Health and Safety**

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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C3 Scope of Work

## OHS Specification

### PART A

#### PA1 DESCRIPTION OF WORK

The Contract shall comprise the supply of all labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all the following works:

- Removal of existing asbestos roof tiles and replacement with new profiled metal roof sheeting.
- Repairs and strengthening to roof structure
- Removal and replacement of ceilings where damaged.
- Repairs to damaged sections of timber framed walls.
- Cleaning and painting of the building.
- Replacement of lighting.
- Electrical compliance.

#### PA2 DESCRIPTION OF THE SITE

The site is located at the KwaZulu-Natal National Botanical Garden in Pietermaritzburg, 2 Zwartkop Road, Prestbury, Pietermaritzburg.

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

- Education Centre

#### PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014

The intended construction work falls within the scope of “construction work” as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act no. 85 of 1995, as amended (“the Act”).

#### PA4 POTENTIAL SOURCES OF RISK

The following potential sources of risk to the health and safety of persons on the site have been identified, and must, as a minimum, be appropriately addressed by the Principal Contractor in the Principal Contractor’s Health



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

and Safety Plan. In addition, the Principal Contactor must perform its own risk assessments to enable it to take the necessary precautions to protect the health and safety of persons on the site, to comply with the Principal Contractor's obligations under the Act and all Regulations made there under, including the Construction Regulations. All such precautionary measures and procedures must be included in the Principal Contractor's Health and Safety Plan, which must be submitted to the Client for review and approval and where applicable should include:

- Scaffolding
- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors
- Hot work (steel cutting and welding)
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders
- Dust
- Inadequate or fragile coverings
- Explosives
- Testing

## PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

*Health and Safety Philosophy*
The Client is required to ensure a working environment which, as far as reasonably practicable, is safe and without risk to the health of persons on the site.

### PA5.1 Contractor Health and Safety Management System
The Principal Contractor will ensure and demonstrate to the Client that he, and all contractors to be appointed on this construction project, has adequately allowed for the cost of health and safety measures which may be required during the construction work.

### PA5.2 Appointment of Client's Health and Safety Adviser
The Client will appoint a Health and Safety Adviser who will visit the site regularly to monitor and audit the execution of the contractor's Health and Safety Plans on behalf of the Client, without thereby limiting the contractor's own responsibility for health and safety, or attracting any vicarious responsibility or liability for the contractor's acts or omissions.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**PA5.3 Occupational Health and Safety Act Section 37(2) Agreements**

The Principal Contractor, as well as all contractors, must sign the Client's Section 37(2) agreement before commencement of their particular work.

For purposes of general communication regarding construction work progress, the Client appoints the Engineer.

## PA6 CONTRACTOR HEALTH AND SAFETY PLANS

Each contractor and sub-contractor working on the site must prepare a Health and Safety Plan to address and manage all applicable sources of risk as per items under point 4 of this specification as well as any other sources of risk which are identified during the contractor's own risk assessments. The Principal Contractor shall in corporate these into a single Health and Safety Plan for the execution of the entire contract works ("the Health and Safety Plan"). Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans which must then be submitted to the Client for approval.

The Health and Safety Plan must also address the following matters:

i) Legal appointments required by the Act and any Regulations under the Act.
ii) Procedures for compliance with all requirements of the Act and in particular Sections 8 and 9 of the Act.
iii) Undertaking and procedure to stop any work which endangers the safety or health of any person.
iv) System for recording and reporting of incidents both internal and external to the Department of Labour.
v) Copy of the Act and its Regulations to be kept on the site and to be readily available to employees.
vi) Incident register to be kept on the site.
vii) Employment of only persons who are competent and have the necessary knowledge, training, qualifications and experience to perform the required construction work safely and effectively.
viii) Appointment of only competent, knowledgeable, trained, qualified and experienced persons to supervise the construction work.
ix) Procedures and arrangements for first aid facilities on the site.
x) Procedures and arrangements for prompt reporting of injuries and other losses / incidents.
xi) Emergency plans to deal effectively with potential site emergencies.
xii) Use of effective processes for the identification and close out of root causes of incidents and accidents.
xiii) Attendance by all contractors of monthly site health and safety meetings.
xiv) Demonstration by all contractors of their health and safety monitoring and auditing systems to ensure compliance with their Health and Safety Plans, as part of their Health and Safety Plans.
xv) Effective site health and safety induction programme for all workers on the site.

## PA7 ADDITIONAL DUTIES OF PRINCIPAL CONTRACTOR

i) The Principal Contractor must notify the Department of Labour of the intention to carry out construction work.
ii) The Principal Contractor must coordinate the activities of all contractors and sub-contractors in the interest of health and safety.
iii) The Principal Contractor must carry out all other duties described in Regulation 5 of the Construction Regulations 2003.
iv) The Principal Contractor must register in terms of the Compensation for Occupational Injuries and Diseases Act or any other compensation funds approved by the Commissioner for its workmen, and provide to the Client proof thereof and also that it is in good standing with the Compensation Commissioner or approved insurer.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**PA8 GENERAL**

i) Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the Principal Contractor of any of its obligations or liabilities.

ii) The Client shall not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

**PA9 MEASUREMENT AND PAYMENT**

In addition to the allowance that the contractor would normally make in his rates for Health and Safety Aspects, the contractor shall price for all things necessary required to fulfil the requirements of the OHS Act and Regulations in the items scheduled in Schedule 1, General A.

# PART B

## PB LABOUR INTENSIVE METHODS

**PB1 SCOPE**

This Particular Specification covers the requirements wherever labour intensive methods of construction in accordance with the Tender Conditions are specified.

**PB2 INTERPRETATIONS**

**PB2.1 Supporting Specifications**

Where this Particular Specification is applicable, the following specifications shall, inter alia, form part of the contract document.

1200 General Requirements
1300 Contractor's establishment on site and General obligations
1400 Housing Offices and Laboratory for the Engineer's site personnel
1500 Accommodation of traffic

**PB2.2 Application**

This Particular Specification contains clauses that are applicable wherever labour intensive methods of construction are to be employed.

Machine applications shall only be allowed by the Engineer for the specific operations listed hereunder or, if so directed, by unforeseen or special circumstances on site.

Loss of contract time owing to unsatisfactory progress, poor contract management or whatsoever related reason will not be regarded as “unforeseen or special circumstances”, unless ruled to the contrary by the Engineer on a motivation submitted by the Contractor.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

The Contractor shall request permission from the Engineer in writing, at least fourteen calendar days in advance, (if possible), of his intention to use machine operations for work reserved for hand labour execution. The request is to be substantiated by a proper motivation.

No machine operations subject to the above request are to commence without the prior written approval of the Engineer and no additional payment of whatsoever nature shall be allowed should the Engineer agree to the request submitted by the Contractor. The tendered rates and prices applicable to hand labour execution shall suffice.

**PB2.3 Definitions**

Labour Intensive – An activity that is undertaken by labour only, specifically excluding the use of any plant or mechanical equipment, except hand tools and related equipment.
Task – A quantified activity or operation.

Daily Rate – The remuneration of a day's work, regardless of output and only applicable when unable to define tasks.

Task Rate – The remuneration for a completed task.

Labour-Intensive Construction – The economically efficient employment of a s great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications; thus the effective substitution of labour for equipment. (Note: This definition is not Contract-specific, but applies to the project as a whole. This Contract is a part of such a project.)

Labour-Based Construction – see Labour-Intensive Construction

## PB3 ACTIVITIES THAT MAY MAKE USE OF MACHINE INTENSIVE OPERATIONS

The activities listed hereunder may be executed by machine intensive means, if not listed hereunder the execution shall be labour intensive.

i) Drilling of the wall.

ii) Any operation as may be specified by the Engineer.

## PB4 MATERIALS

The requirements of the applicable SANS specification and/or Project Specification shall apply except where superseded by this Particular Specification.

## PB5 PLANT

Where plant is to be used, as authorised by this Particular Specification, the requirements of the applicable SANS Specification and/or Project Specification shall apply except where superseded by this Particular Specification.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**PB6 CONSTRUCTION**

The requirements of the applicable SANS 1200 Specification and/or Project Specification shall apply.
Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

**PB7 TOLERANCES**

The requirements of the applicable SANS Specification and/or Project Specification shall apply.

**PB8 TESTING**

The requirements of the applicable SANS Specification and/or Project Specification shall apply.

**PB9 MEASUREMENT AND PAYMENT**

The requirements of the applicable SANS Specification and/or Project Specification shall apply except where superseded by this Particular Specification.

**PB10 PENALTY FOR NON-COMPLIANCE**

Should the Contractor during the execution of the Work reserved for labour intensive execution:

a) use unspecified plant; or
b) contravene the requirements of Particular Specification PA then the Contractor shall pay to the Employer the penalty as set out hereunder and the Employer may without prejudice to any other method of recovery deduct the amount of such penalty from any monies in the hands due or which may become due to the Contractor.

- R1 000.00 per occurrence; plus
- 15% of the value of work so executed calculated as the product of the quantity (calculated by the Engineer) and the applicable tendered rate.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | Q7773/2021 |

# C4 Site Information

## C4.1 Site Information

### C4.1.1 Site Location

The site is located at the KwaZulu-Natal National Botanical Garden in Pietermaritzburg, 2 Zwartkop Road, Prestbury, Pietermaritzburg.

Coordinates – 29° 36’ 28” S
30° 20’ 48” E

### C4.1.2 Geotechnical

No geotechnical information is available for the site.

### C4.1.3 Locality Plan

The imagine below indicates the locality of the Gardens, hatched in green.






**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| **PROJECT TITLE:** | **THE ROOF REPLACEMENT AT THE EDUCATION CENTRE AT THE KWAZULU-NATAL NATIONAL BOTANICAL GARDEN, PIETERMARITZBURG, KWAZULU NATAL** |
| **CONTRACT NO:** | **Q7773/2021** |

# C5 OHS Mandatory Agreement

**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 .....



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

| | |
|---|---|
| ..... | ..... |
| 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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**

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.



**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999 Anytime**