



THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: SANBI: NZG 418/2022

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

PROCUREMENT DOCUMENT

July 2022

Issued by:

The South African National Biodiversity Institute
Private Bag X101
Silverton
0184
Gauteng

Prepared by:

PROJECTNEERS
Office No. 3, 1st Floor, Building 2
Thornhill Office Park
94 Bekker Road
Midrand, 1685

Contact:

Supply Chain Management

Tel: 012 843 5000

Fax: N/A

E-mail:

Contact:

Brighton Tshuma

Tel: +27 11 043 1307

Fax: 086 440 0186

E-mail: tshumasb@projectneers.com

Name of tenderer:

Address:

Tel no.: **Fax no.:**

Email:

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PART T: TENDER INFORMATION

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PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

Advertising date:	15 July 2022	Closing date:	10 August 2022
Closing time:	11:00	Validity period:	90 days

T1.1 Tender Notice and Invitation to Tender

- It is estimated that tenderers should have a **CIDB contractor grading of 4GB or higher**.
- Tender documents will be available as from 15 July 2022 and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").
- A **compulsory** site briefing session will take place on site on 26 July 2022 starting from 09:00 at the National Zoological Garden (Pretoria). To comply with the COVID-19 pandemic lockdown social distancing guidelines and protocols, only one representative per service provider will be allowed to attend the scheduled compulsory site briefing session. Bidders are advised that the compulsory briefing session will have three-time slots, 09:00 – 10:00, 10:30 – 11:30, and 12:00 – 13:00 with a limited number of attendees at each. Bidders who wish to attend any of the allocated time slots are advised to make a booking with the **Principal Agent**, Brighton Tshuma – tshumasb@projectneers.com. Failure to make a booking will lead to non-entry into the garden. Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below.

Department: Supply Chain Management
 Email: sanbi.tenders@sanbi.org.za
 cc: tshumasb@projectneers.com
 Cut-off date for enquiries: **03 August 2022**

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

SANBI Representative (Technical Queries Only)	Dr Brighton Tshuma Tel: +27 11 043 1307 E-mail: tshumasb@projectneers.com
SANBI Supply Chain Management:	sanbi.tenders@sanbi.org.za

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

The closing time and date for the receipt of Tenders is **11:00** on **10 August 2022**

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

PART T: TENDER INFORMATION

Part T1: Tendering Procedures

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
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T1.2 Tender Data

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

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

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

Clause number	Tender Data
C.1.1	The Employer is: The South African National Biodiversity Institute Biodiversity Centre 2 Cussonia Avenue Brummeria Pretoria Private Bag X101 Silverton 0184
C.1.2	The Tender Documents issued by the Employer comprise the following documents: PART T: TENDER INFORMATION Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable documents/Schedules PART C: THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of Construction Guarantee C1.4 - Occupational Health & Safety Agreement 37(2)

Clause number	Tender Data
	Part C2: Pricing Data C2.1 - Pricing Instructions C2.2 - Bill of Quantities Part C3: Scope of Works C3.1 - Description of the works C3.2 - Design and Construction C3.3 - Drawings Annexure A: Set of Drawings (<i>provided separately</i>) Part C4: Site Information C4.1 - General site information C4.2 - Annexure F: Occupational Health and Safety Specification for Contractors who are on Contract with SANBI C4.3 - Annexure G: General Environmental Specification C4.4 - Annexure H: Geotechnical Information (N/A)
C.1.4	The employer's agent is: PROJECTNEERS CONSULTING Office No. 3, 1st Floor, Building 2, Thornhill Office Park, 94 Bekker Road, Midrand 1685 Contact person: Brighton Tshuma Tel: +27 11 043 1307 Email: tshumasb@projectneers.com
C.1.6.1	Contract will be awarded to the tenderer who achieved highest number of evaluation points.
C.1.6.2	A competitive negotiation procedure will not be followed.
C.1.6.3	A two stage-system will be followed.
C.2.1	Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further. (a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4GB or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 4GB or higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

Clause number	Tender Data
	(b) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
C.2.8	The last date for request for clarifications will be on the 03 August 2022.
C.2.12	Replace contents Alternative offers will not be permitted
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: - Financial: one (1) original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and - Technical: one (1) document pack without any pricing (files in PDF format) on a memory stick Financial or pricing details should ONLY be included in the printed document pack marked 'ORIGINAL', and not in the PDF file(s) of the document(s) on the memory stick. NB: Failure to submit one printed document pack with pricing in one envelope, and a document pack without pricing on a memory stick will lead to your bid being disqualified. INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE COPY WILL LEAD TO THE BID BEING DISQUALIFIED. The original document will be placed in one envelope and the one copy will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following: - The address as stated in C.2.15.1 below - The identification details as stated in C.2.15.1 below - Name of the Tenderer - The words "Not be opened before the Tender opening" The technical and financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender box: Biodiversity Centre, Pretoria National Botanical Garden, 2 Cussonia Ave, Brummeria, Pretoria, Gauteng Province Identification details: Tender number: SANBI: NZG 418/2022 Title of Tender: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Clause number	Tender Data
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is 90 days.
C2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (1) withdraws his tender; (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17 or C.2.18 such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption
C.2.17	Provide clarification of a tender offer to a request to do so from the employer during the evaluation of tender offers.
C.2.18	Any additional information requested under this clause must be provided within 5 working days of the date of request. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.22	Tender Documents will not be returned to tenderers
C.2.23	The Tenderer is required to submit with his Tender the following (failure to provide below documentation will result in the Tender being rejected): 1) A copy of the Central Suppliers Database (CSD) registration report or registration number. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za). 3) UIF compliance demonstrated by submission of one of the following: • A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or • Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or • SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or • Valid proof of exemption for UIF. 4) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour. 5) A valid certified copy or original Broad-Based Black Economic Empowerment (B-BBEE) Status Level 1 certificate or a sworn affidavit. Note that for this Tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) a Tenderer having a B-BBEE Status Level of Contributor Level 1. 1) Certificates 2) Include in the Tender submission or provide the Employer with any certificates as stated in the Tender Data. 3) In case of a Joint Venture, bidders are required to submit a consolidated B-BBEE certificate or sworn affidavit, as well as a joint venture agreement that clearly outlines each party's percentage involvement or role. 4) In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.5.1	The two-envelope system will be followed for this Tender.

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

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1 Stage 1: Eligibility and Administrative compliance

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

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

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

2 Stage 2: Functionality

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

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

Scoring quality

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

FUNCTIONALITY CRITERIA		
ID	CRITERIA	POINTS
1	Implementation method and project plan or programme • Method to be followed in delivering this project • Realistic Implementation Plan with Timeframes	30 (20) (10)
2	Contractor's Experience • List three projects with similar scope of work completed in the last five years, completion certificate attached 1. Each Completion Certificate is equivalent to 5 points • Provide four reference letters on the Client's Letterhead for both past and current projects of similar value or higher. 1. Each positive Reference letter is equivalent to 5 Points	35 (15) (20)

3	Contractor's Capability Proposed personnel: 1. Site Agent 2. Health and Safety Personnel 3. Construction Manager / Supervisor • Provide CVs for proposed key personnel (as above) indicating: ○ Previous work experience ○ Total number of years' working experience in construction ○ Individual experience of similar work in last five years <table><thead><tr><th>Sub-Criteria</th><th>Points</th></tr></thead><tbody><tr><td>Combined CV experience of less than 5 years</td><td>5</td></tr><tr><td>Combined CV experience of 5 years or more</td><td>10</td></tr><tr><td>Combined CV experience of 10 years or more</td><td>15</td></tr><tr><td>Combined CV experience of 15 years or more</td><td>20</td></tr><tr><td>Combined CV experience of 20 years or more</td><td>25</td></tr></tbody></table> Note: Each CV with 10 years or more experience will receive a maximum of 10 points. ○ Qualifications or artisan's certification or other recognised training courses completed ○ Membership of professional bodies or guilds (e.g. SACPCMP / ECSA) (5 Points) Availability of Plant & Equipment ○ Equipment owned by Contractor (Proof of Registration papers) or ○ Equipment to be rented (if any) (Letter of Intent from the Supplier) – with preferred rental companies	Sub-Criteria	Points	Combined CV experience of less than 5 years	5	Combined CV experience of 5 years or more	10	Combined CV experience of 10 years or more	15	Combined CV experience of 15 years or more	20	Combined CV experience of 20 years or more	25	35 (25) (5) (5)
Sub-Criteria	Points													
Combined CV experience of less than 5 years	5													
Combined CV experience of 5 years or more	10													
Combined CV experience of 10 years or more	15													
Combined CV experience of 15 years or more	20													
Combined CV experience of 20 years or more	25													
TOTAL		100												

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

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

Score	Prompt for judgement
0	Failed to address the question / issue
1	Very poor response: - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.

2	Poor response – some elements of the response / answer / solution are present but documentary evidence is mostly lacking in respect of the required information
3	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
4	Above acceptable - response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
5	Excellent - response / answer / solution provides confidence that the tenderer will add real value to the project.

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

3 Stage 3: Tender Price and Preference

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

3.1 Calculation of score for Tender Price

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

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

Where:

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

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

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

P_t = Tender Price of the tender under consideration

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

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

3.2 Calculation of Preference points

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

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

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

Eligibility for preference points is subject to the following conditions:

- (1) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry; and
- (1) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form T2.1.06; and
- (2) The certificate shall:
 - (a) be an original or an original certified copy of the original; and
 - (b) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (c) have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), and
- (3) The Verification Certificate must be valid at the tender closing date; and
- (4) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data C.2.15.2); and
- (5) Compliance with any other information requested to be attached to Form T2.1.06; and
- (6) If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- (7) Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; and
- (8) In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

3.3 Financial and Preference

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

$$NT = NF + NP$$

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

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Contract: **SANBI: NZG 418/2022**

NP = Score for Preference

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

Annexure B

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is

awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a

court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T 2: Returnable Documents

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	■ Yes □ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	■ Yes □ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	■ Yes □ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	■ Yes □ No
Capacity of Tenderer (T2.1.05)	3 Pages	■ Yes □ No
Preference Point System (T2.1.06)	6 Pages	■ Yes □ No
Schedule of Key Personnel (T2.1.07)	1 Pages	■ Yes □ No
Unemployment Insurance Fund (UIF) (T2.1.08)	1 Page	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.09)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Declaration of Interest (T2.1.10)	2 Pages	■ Yes □ No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	■ Yes □ No
Proof of registration with Construction Industry Development Board (T2.1.12)	1 Page	■ Yes □ No
Copy of CSD Registration Certificate (T2.1.13)	1 Pages	■ Yes □ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (T2.1.14)	1 Page	■ Yes □ No
Compulsory Enterprise Questionnaire (T2.1.15)	3 Pages	■ Yes □ No
Declaration certificate for local production and content for designated sectors (SBD 6.2)	8 Pages	■ Yes □ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Applicable Form of Guarantee	3 Pages	■ Yes □ No
Priced Bill of Quantities	34 Pages	■ Yes □ No

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Form of Guarantee

RETURNABLE DOCUMENT CHECKLIST

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

A TECHNICAL ENVELOPE (1 COPY)

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Schedule of Key Personnel	
T2.1.08	Unemployment Insurance Fund (UIF)	
T2.1.09	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.10	Declaration of Interest	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board	
T2.1.13	Copy of CSD Registration Certificate	
T2.1.14	Record of Addenda to tender documents	
T2.1.15	Compulsory Enterprise Questionnaire	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	
SBD 6.2	Declaration certificate for local production and content for designated sectors	

PART 2: RETURNABLE DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

T2.2 Returnable documents/Schedules

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

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

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

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

Name of Contractor	Proportion (%)

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

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

Physical address:

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

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

Note:

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

ENTERPRISE STAMP

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

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

Held at (place)

On (date)

RESOLVED that:

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

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

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

*Mr/Mrs/Ms:

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

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

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

Physical address:

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

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

Note:

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

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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

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

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

Name of representative	Signature	Capacity	Date

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

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

1.1. Provide full particulars of:

Machinery	Plant	Workshops

--	--	--

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

2.1. Current projects:

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

2.2. Previous projects:

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

Name of Tenderer	Signature	Date

T2.1.06: PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

2. DEFINITIONS

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment Insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any Other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

.....

DATE:.....

ADDRESS:

.....

.....

T2.1.07: SCHEDULE OF KEY PERSONNEL

The Tenderer shall list below the key personnel who will be engaged on the Contract by completing this schedule.

Key Contract Personnel Name	Job Title	Qualifications	Professional Registration	Proposed Project Position

T2.1.08: UNEMPLOYMENT INSURANCE FUND (UIF)

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

UIF compliance is demonstrated by submission of one of the following:

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

T2.1.09: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

The tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA).

T2.1.10: DECLARATION OF INTEREST

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

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

Full name of signatory

Name of Bidder / Tenderer

Capacity of Signatory

Signature

COMMISSIONER OF OATHS

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

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

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ of _____.

Signature

Date

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

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

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

T2.1.13: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

T2.1.14: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

T2.1.15: COMPULSORY ENTERPRISE QUESTIONNAIRE

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

- | | |
|---|--|
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

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

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

*Insert separate page if necessary.

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

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

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

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

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

*Insert separate page if necessary.

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

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

Signed: Date:

Name: Position:

Enterprise name:

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

a) Steel Value-added Products – Roof sheeting	100%
b) Gutters and down pipes	100%
c) Reinforcement and mesh	100%
d) Door frames	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.

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

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

IN RESPECT OF BID NO.

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

.....

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)	
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 Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

USD EU GBP

Signature of tenderer from Annex B

Date: _____

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: USD EU GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

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

Signature of tenderer from Annex B

Date:

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

This total must correspond with Annex C - C 23

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

SATS 1286.2011

Annex F

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No.**
 (C2) **Tender description:** National Zoological Gardens
 (C3) **Designated product(s)** Cement
 (C4) **Tender Authority:** South African National Biodiversity Institute
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** Pula EU GBP
 (C7) **Specified local content %**

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

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

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C1.1 Form of Offer and Acceptance

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

APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA.

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:

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

Name &
signature of
witness

.....

Date

.....

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

Acceptance

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

The terms of the Contract are contained in

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Employer:

.....

(Insert name and address of organisation)

Name & signature of witness

Date

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

Schedule of Deviations

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

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

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date

CONFIRMATION OF RECEIPT

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

The..... *[day]*

of *[month]*

20.....*[year]*

at *[place]*

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C.1.2 Contract Data

C.1.2 Contract Data	
The Conditions of Contract are the <i>General Conditions of Contract for Construction Works (Third Edition, 2nd print, 2015)</i> published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947). Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	Clause 1.1.1.13: Defects Liability Period The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion
1.1.1.14	Clause 1.1.1.14: Due Completion Date The time for achieving Practical Completion is as follows: 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 Tanaka Mupudzi 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: Delivery Address: Attention: Deputy Director: Supply Chain Management Pretoria National Botanical Garden Biodiversity Centre, 2 Cussonia Avenue Brummeria, Pretoria Postal Address: Attention: Deputy Director: Supply Chain Management South African National Biodiversity Institute Private Bag X101 Silverton, Gauteng 0184
1.1.1.16	The name of the Engineer is PROJECTNEERS CONSULTING

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

1.2.1.2	The address of the Engineer is: Office No. 3, 1st Floor, Building 2 Thornhill Office Park 94 Bekker Road Midrand 1685
1.1.1.26	Clause 1.3.: Pricing Strategy The Pricing Strategy is a re-measurement contract.
3.1.3	Clause 3.1.3: Specific Approval of the Employer Required The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
3.2.3	Clause 3.2.3: Specific Approval of the Employer Required The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
5.3.1	Clause 5.3.1: Commencement of the Works The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Cash flow projection
5.3.2	Clause 5.3.2: Timeframe to deliver documentation The time to submit the documentation required before commencement with Works execution is fourteen (14) days.
5.3.3	Clause 5.3.3: Time to instruct commencement of the Works <i>Add the following to Clause 5.3.3 after the last sentence:</i> "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."

5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.																								
5.8.1	Clause 5.8.1: Non-Working Times The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break																								
5.12.2.	Clause 5.12.2.: Some reasons for extension of time Clause 5.12.2.2: Abnormal climatic conditions. <i>Add the following:</i> Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1). No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path. <table><tr><td>January</td><td>3 days</td><td>May</td><td>1 days</td><td>September</td><td>1 days</td></tr><tr><td>February</td><td>6 days</td><td>June</td><td>1 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>7 days</td><td>July</td><td>1 days</td><td>November</td><td>2 days</td></tr><tr><td>April</td><td>5 days</td><td>August</td><td>1 days</td><td>December</td><td>4 days</td></tr></table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.	January	3 days	May	1 days	September	1 days	February	6 days	June	1 days	October	2 days	March	7 days	July	1 days	November	2 days	April	5 days	August	1 days	December	4 days
January	3 days	May	1 days	September	1 days																				
February	6 days	June	1 days	October	2 days																				
March	7 days	July	1 days	November	2 days																				
April	5 days	August	1 days	December	4 days																				
5.13.1	Clause 5.13.1: Penalty for Delay The penalty for failing to complete the Works is R4 030 per day.																								
5.14.1	Clause 5.14.1: Practical completion The requirements for achieving Practical Completion are: Works to reach a state of readiness fit for intended purpose and occupation without danger/undue inconvenience to the Employer/public.																								
5.14.2	Clause 5.14.2: Issue of Certificate of Practical Completion <i>Replace "the Employer's Agent" in the second and third lines with the following:</i>																								

	", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"
5.14.4	Clause 5.14.4: Certificate of Completion <i>Replace "the Employer's Agent" in the third line of the first paragraph with:</i> ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is five (5) years for building works.
6.2	Clause 6.2: Security The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.
6.8.2	Clause 6.8.2: Contract Price Adjustment Contract Price Adjustment <u>is not applicable</u>
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials Price adjustments for variations in the costs of special materials are not allowed
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.
6.10.3	Clause 6.10.3: Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 10% of the Contract Sum, including allowances for contingencies. This reduces to 5% upon the issue of the Certificate of Completion. The remaining 5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defects liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the second last sentence with "30 days"</i>
6.10.6	Clause 6.10.6: Set-Off and Delayed Payments A guarantee in lieu of retention is not permitted
6.10.6.2	Clause 6.10.6.2: Set-Off and Delayed Payments <i>Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply"</i>
6.10.8	Clause 6.10.8: Contractor's completion statement <i>Replace "28 days" in the last sentence with "30 days"</i>
6.10.9	Clause 6.10.9: Final payment certificate <i>Replace "28 days" in the last sentence with "30 days"</i>
6.12	Clause 6.12: Additional

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

	<i>Add Clause 6.12 as follows:</i> In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
8.6.1	Clause 8.6.1: Insurance <i>Add the following:</i> Damage to the Works (a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary. (b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works. (c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2. (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.
8.6.1.1.2	Clause 8.6.1.1.2: Insurance The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.
8.6.1.3	Clause 8.6.1.3: Insurance The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	Clause 8.6.1.5: Additional Insurance Additional Insurance is required for the following: a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
10.1.5	Clause 10.1.5: Employer's Agent's ruling on Contractor's Claim <i>Add the following to Clause 10.1.5 before the last sentence:</i> "If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may consider that the claim has been rejected by the Employer's Agent and either Party may submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."

10.3.1	Clause 10.3: Dispute Notice <i>Replace Clause 10.3.1.1 with the following</i> "The dispute arises from any ruling.":
10.5, 10.6, 10.7	Clause 10.5, 10.6, 10.7: Dispute Resolution Dispute resolution shall be by Arbitration .
11	Clause 12: Confidentiality The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	Clause 13: Amendments in writing No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

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

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C1.3 FORM OF CONSTRUCTION GUARANTEE

C1.3.1 PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

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

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- 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)

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

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

AGREEMENT MADE AND ENTERED INTO BETWEEN THE

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

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

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

I,, representing

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
WITNESS

.....
MANDATORY

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.

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10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.
 11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
 12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
 13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C: THE CONTRACT

Part C2: Pricing Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
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PART C: THE CONTRACT

Part C2: Pricing Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
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C2.1 Notes to Tenderer

C2.1.1 Project Description

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

- a) Replace distressed roof sheeting including sealing of existing sheeting
- b) Sealing of existing skylights units
- c) Replace rainwater disposal
- d) Repair tongue and groove ceilings
- e) Repair and renovations to pump house
- f) Repair and renovations to fish ponds
- g) Repair existing and replace damaged view panel windows
- h) Supply and install extractor fans
- i) Install concrete roof slab (ablution block) and repair waterproofing
- j) Replace doors and door frames

C2.1.2. General Notes

2.1 The tenderer's attention is drawn to, inter alia, the following as contained in this document:

2.1.1 The Bill of Quantities forms part of the Contract Document and must be read and price in conjunction with all the other documents comprising the Contract Documents, which include the Tender Data, Agreement and Contract Data, Scope of Work and Drawings

2.1.2 The Bills of Quantities have been drawn up in accordance with the "Standard System of Measuring Building Work Seventh Edition (Revised 2015)" published by the Association of South African Quantity Surveyors

2.1.3 The General Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items, fully described in the said General Preambles, will be entertained

2.1.4 "Supplementary Preambles" are incorporated in the bills of quantities to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles

2.1.5 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the said General Preambles

2.1.6 The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in the Bills of Quantities are as follows:

The South African National Biodiversity Institute

THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

Contract: **SANBI: NZG 418/2022**

mm	=	millimetre	m	=	linear metre
m ²	=	square metre	m ³	=	cubic metre
km	=	kilometre	ha	=	hectare
h	=	hour	kg	=	kilogram
t	=	ton	L	=	litre
kl	=	kilolitre	kN	=	kiloweton
MN	=	meganewton	MPa	=	megapascal
kW	=	kilowatt	%	=	percent
No	=	number	sum	=	lump sum
PC Sum	=	Prime Cost Sum			
Prov Sum	=	Provisional Sum			

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

PART C: THE CONTRACT

Part C2: Pricing Data

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C2.2 Bills of Quantities

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA REPTILE PARK - REPAIR AND RENOVATIONS SUMMARY OF SCHEDULES		
SCHEDULE	DESCRIPTION	AMOUNT
SCHEDULE 1:	PRELIMINARY AND GENERAL	
SCHEDULE 2:	BUILDING WORKS	
SCHEDULE 3:	PROVISIONAL SUMS	
SUB-TOTAL 1		
ADD: 10% CONTINGENCIES		
SUB-TOTAL 2		
ADD 15% VAT		
TOTAL AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE		

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA
REPTILE PARK - REPAIR AND RENOVATIONS
SCHEDULE 1 : PRELIMINARY AND GENERAL

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	SABS 1200 A	<u>PRELIMINARY AND GENERAL</u>				
1.1.1	8.3					
1.1.1	PSA 4.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	<u>Establish facilities on the site</u>				
1.1.2.1	8.3.2.1	i) <u>Facilities for Engineer</u>				
	PSA 4.5	a) Furnished offices (1x) and meeting facility	Sum	1		Rate Only
		b) Contract Name board	Sum	1		
1.1.2.2	8.3.2.2	ii) <u>Facilities for Contractor</u>				
		a) Offices and storage sheds	Sum	1		
		b) Workshops	Sum	1		Rate Only
		c) Ablution and latrine facilities	Sum	1		
		d) Tools and equipment	Sum	1		
		e) Water supplies, electric power & communications	Sum	1		
		f) Dealing with water	Sum	1		Rate Only
		g) Access	Sum	1		Rate Only
		h) Plant	Sum	1		Rate Only
1.1.2.3	8.3.4	Removal of Engineer's and Contractor's site establishment from site on completion of works.	Sum	1		
1.2	8.4	<u>TIME RELATED ITEMS</u>				
1.2.1	PSA 4.2	Contractual requirements	Sum	3		
1.3	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.3.1	8.4.2.1	Facilities for Employer's Agent for duration of construction				
	PSA 4.6	a) Employer's Agent office	Sum	3		Rate Only
		b) Name board	Sum	3		
1.4	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.4.1	8.4.2.2	<u>Facilities for the Contractor for the duration of the Contract, except where otherwise stated</u>				
		a) Offices and storage sheds	Sum	3		
		b) Workshops	Sum	3		Rate Only
		c) Ablution and latrine facilities	Sum	3		
TOTAL CARRIED FORWARD						

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 1 : PRELIMINARY AND GENERAL

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
1.4.2	8.4.3	d) Tools and equipment	Sum	3		
		e) Water supplies, electric power & communication	Sum	3		
		f) Dealing with water	Sum	3		Rate Only
		g) Access	Sum	3		Rate Only
		h) Plant	Sum	3		Rate Only
1.4.2	8.4.3	Supervision for duration of the construction by the contractor	sum	3		
1.4.3	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Sum	3		
1.4.4	8.4.5	Other time related obligations	Sum	3		
1.5	8.5	<u>SUMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT</u>				
1.6	8.5 b) 2)	a) Provisional sum for Training	Prov. Sum	1		Rate Only
		b) Overheads, charges and profit on 1.3 a) to e)	%	R 0.00		Rate Only
		c) Additional testing as required by the Employer's Agent	Prov. Sum	1		
1.6	8.5	<u>OCCUPATIONAL HEALTH AND SAFETY</u>				
1.7	8.5 b) 2)	a) Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Sum	1		
		b) Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety Specification	Month	3		
		c) Compliance with Covid-19 OHS Specifications (including Covid 19 Safety Induction, Employee screening, Workplace Readiness Plan and Risk Assessment Safety procedure file, Re-Usable Masks forehead Body infrared Thermometer	Sum	3		
		<u>DAYWORKS</u>				
		a) Labourers:				
		(i) Unskilled	hr			Rate Only
		(ii) Semi-skilled	hr			Rate Only
		(iii) Skilled	hr			Rate Only
		b) Foreman	hr			Rate Only
		c) Tipper trucks:				
		(i) 3 - 5 ton	hr			Rate Only
TOTAL CARRIED FORWARD						

REPTILE PARK - REPAIR AND RENOVATIONS
SCHEDULE 1 : PRELIMINARY AND GENERAL

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		(ii) 5,1 - 10 ton	hr			Rate Only
		d) Loader (0,5m³)	hr			Rate Only
		e) LDV	hr			Rate Only
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA
REPTILE PARK - REPAIR AND RENOVATIONS
BUILDING WORKS

SCHEDULE 2: SUMMARY OF BUILDING WORKS

ITEM NO	DESCRIPTION	AMOUNT
2.1	Alterations	
2.2	Concrete, Formwork and Reinforcement	
2.3	Masonry	
2.4	Waterproofing	
2.5	Roof Coverings, etc	
2.6	Carpentry and Joinery	
2.7	Ceilings, Partitions and Access Flooring	
2.8	Metalwork	
2.9	Plastering	
2.10	Plumbing and Drainage (Provisional)	
2.11	Glazing	
2.12	Paintwork	
	Total Carried To Final Summary	

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 1</u>				
	<u>ALTERATIONS</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of materials and methods to be used as Published by National Department of Public Works & Infrastructure				
	REMOVAL OF EXISTING WORK				
2.1.1	<u>Breaking up and removing reinforced concrete, including cutting off and removing reinforcement</u>				
2.1.1.1	Concrete slabs	m3	1		
2.2.1	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc.</u>				
2.1.2.1	Steel roof sheets including ridge capping from timber purlins	m2	54		
2.1.2.2	Ceilings from timber trusses	m2	49		
2.1.2.3	T & G ceilings from timber boards	m2	280		
2.1.2.4	Suspended ceilings	m2	9		
2.1.2.5	Steel rainwater gutters and downpipes including brackets	m	328		
2.1.2.6	400 x 250mm deep steel rainwater box gutter	m	22		
2.1.2.7	Timber beams and supports	m	550		
2.1.2.8	Fibre-cement fascias and barge boards	m	30		
2.1.2.9	Steel roof sheets including ridge capping from steel purlins	m2	400		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.3	<u>Taking out and removing doors, windows, etc. from brickwork to be demolished</u>				
2.1.3.1	Steel double door frame size 1 800 x 2 100mm high	No	1		
2.1.3.2	Steel double door frame and timber door size 1 800 x 2 100mm high	No	2		
2.1.3.3	Timber double door frame and timber door size 2 350 x 2 100mm high	No	1		
2.1.3.4	Roller door size 2400 x 2500mm high	No	1		
2.1.4	<u>Hacking up/off and removing waterproofing including removing screed and preparing surfaces for new waterproofing</u>				
2.1.4.1	Waterproofing on concrete slab	m2	30		
2.1.5	<u>Taking out and removing piping, sanitary fittings, etc. including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes</u>				
2.1.5.1	PVC piping not exceeding 50mm diameter	m	6		
2.1.6	<u>Take and remove glass frame from concrete</u>				
2.1.6.1	Frame size 901 x 747mm high	No	1		
2.1.6.2	Frame size 895 x 780mm high	No	1		
2.1.6.3	Frame size 1 592 x 890mm high	No	1		
2.1.6.4	Frame size 1 587 x 906mm high	No	1		
2.1.6.5	Frame size 1 1610 x 980mm high	No	1		
2.1.6.6	Frame size 1 026 x 901mm high	No	2		
2.1.7	<u>Take out and re-install 2500l plastic tank</u>				
2.1.7.1	Disconnect pipework, take out plastic tank from concrete stand, set aside and re-install including connections after completion of concrete slab and leave in good order.	No	1		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.8	<u>Check and inspect 10 000l PVC water tanks</u>				
2.1.8.1	Disconnect pipework, check, inspect leakages to tank stands including replacing fittings (fittings elsewhere), test after completion and leave in good order.	No	3		
2.1.9	<u>65 000l PVC water tanks</u>				
2.1.9.1	Disconnect pipework, pumps and allow for pumping out of water (elsewhere measured)	No	1		
2.1.10	<u>Service and repairs to existing aluminium double door</u>				
2.1.10.1	Service and repair to aluminium double door size 1 628 x 2 800mm high and including replacing 2No x 814 x 2 800mm high glass, replacing 2No x floor springs, locksets, handles, door stoppers, etc and leave in good order	No	1		
2.1.11	<u>Check, inspect, service, de-rust structural steel columns, apply sealant and prepare to receive painting</u>				
2.1.11.1	300mm wide structural steel columns in 67 000l fish tank	m	48		
2.1.12	<u>Check, inspect, service, repairs to view panel window, close leaks by applying SIKASIL or equal approved pool sealant around the frame, make good concrete cracking and leave in good working order</u>				
2.1.12.1	View panel window size 901 x 747mm high (26, 27, 28, 29)	No	4		
2.1.12.2	View panel window size 1 592 x 902mm high (31)	No	1		
2.1.12.3	View panel window size 1 598 x 902mm high (33, 34, 35, 36)	No	4		
2.1.12.4	View panel window size 2 670 x 936mm high	No	2		
2.1.12.5	View panel window size 1 578 x 902mm high (2)	No	1		
2.1.12.6	View panel window size 1 578 x 906mm high (12, 13)	No	2		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.12.7	View panel window size 895 x 780mm high (21, 22, 23, 24, 25)	No	5		
2.1.13	<u>ROOF SKYLIGHTS</u> <u>Check, inspect, service, repair and replace worn out rubber seals aluminium frame, close leaks by applying SIKASIL or equal approved sealant around the frame, make good concrete cracking and leave in good working order</u>				
2.1.13.1	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel - skylight panels to be 1000mm long and including applying SIKASIL or equal approved sealant around skylight frame	No	77		
2.1.13.2	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel (one side) - trapezoidal shape (1 000mm and 400mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	12		
2.1.13.3	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel (one side) - trapezoidal shape (1 200mm and 700mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	10		
2.1.13.4	Hibiscus skylights size 3 200mm wide x 650mm height in panels - trapezoidal shape (1 200mm and 700mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	10		
2.1.13.5	Allow for testing and guarantee on completion of the works	Item	1		
2.1.14	<u>BUILDING UP OPENINGS</u> <u>Brickwork in NFP bricks in class I mortar in building up openings, including bonding new to existing and making good cement plaster on one side and face brickwork on the outer side (making good paintwork elsewhere)</u>				
2.1.14.1	For double door frame size 1 800 x 2 100mm high through 230mm brick wall	No	3		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.14.2	For double door frame size 2 350 x 2 100mm high through 230mm brick wall	No	1		
	MAKING GOOD FINISHES, ETC.				
2.1.15	<u>Making good cement screeds</u>				
2.1.15.1	40mm thick on floors	m2	30		
2.1.16	<u>Making good concrete around glass frames</u>				
2.1.16.1	35MPa Unreinforced concrete around glass frames (100 x 50mm) including formwork and finishing	m	50		
	<u>SEALING OF EXISTING ROOF</u>				
2.1.17	<u>Roof sealing</u>				
2.1.17.1	Carefully examine existing entire roof area, locate leaks with particular attention given to roof leaks where marks are visible on walls and ceilings, locate holes, solder, replace defective screws using longer screws where necessary and leave in good order	m2	879		
	CLEANING OF EXISTING WORK				
2.1.18	<u>Clean existing surfaces with a high pressure water spray to remove all debris and oil, inspect recessed joints and fill with mortar where necessary to achieve flush joints</u>				
2.1.18.1	Face brick walls	m2	88		
	CONCRETE REPAIRS				
2.1.19	LEAKING WATER PIPES				
2.1.19.1	<u>Joints encased in concrete</u>				
2.1.19.2	Open up concrete around leaking water pipes and remove all the moisture in the concrete. Loosen fitting, clean and refit with new seals. Tighten joint. Test for leaks and close off with concrete to ensure no moisture goes into the concrete	No	65		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.20	<u>Open Joints</u>				
2.1.20.1	Loosen fitting, clean and refit with new seals. Tighten joint.	No	55		
2.1.21	CONCRETE CRACKS AND STAINS AROUND THE LEAKING PIPES				
2.1.21.1	Remove all traces of water leaks, flakes and stains in the surface by scrapping the stains, paint and loose concrete. Thoroughly wash out the salt remnants in the surface, dry affected surface and apply waterproofing epoxy and crack filler to seal and waterprrof the surface.	m ²	120		
2.1.22	CONCRETE CRACKS AND SPALLING IN CONCRETE WATER TANKS				
2.1.22.1	Remove all traces of water leaks, flakes and stains in the external surface of the tank by scrapping the stains, paint and loose concrete. Thoroughly wash out the salt remnants in the surface, dry affected surface and Apply an epoxy type repair mortar (to be approved by Engineer) which is resistant to salt water to waterproof the surface and provide sufficient cover to the steel and to seal and waterprrof the surface.	m ²	270		
2.1.23	CONCRETE CRACKS AND SPALLING IN CONCRETE WALLS				
2.1.23.1	Remove all traces of loose material on the concrete wall and chop out spalled concrete. Use a wire brush to clean the corrodded reinforcement to bare metal. Heavily corroded reinforcement to be removed and replaced with similar size and type of reinforcement. Apply epoxy in lightly corroded steel to waterproof the steel. Dry the surfaces to ensure that they are free from moisture. Apply an epoxy type repair mortar (to be approved by Engineer) which is resistant to salt water to waterproof the surface and provide sufficient cover to the steel and make good.	m ²	55		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.24	CONCRETE CRACKS AND SPALLING IN CONCRETE SLABS				
2.1.24.1	Remove all traces of loose material on the concrete slab and chop out spalled concrete. Use a wire brush to clean the corroded reinforcement to bare metal. Heavily corroded reinforcement to be removed and replaced with similar size and type of reinforcement. Apply epoxy in lightly corroded steel to waterproof the steel. Dry the surfaces to ensure that they are free from moisture. Apply an epoxy type repair mortar (to be approved by Engineer) which is resistant to salt water to waterproof the surface and provide sufficient cover to the steel and make good. The rate shall be inclusive of propping the slab in instances where the reinforcement has to be removed and replaced.	m ²	75		
2.1.25	CONCRETE CRACKS AND SPALLING IN CONCRETE BEAMS				
2.1.25.1	Remove all traces of loose material on the concrete beam and chop out spalled concrete. Use a wire brush to clean the corroded reinforcement to bare metal. Heavily corroded reinforcement to be removed and replaced with similar size and type of reinforcement. Apply epoxy in lightly corroded steel to waterproof the steel. Dry the surfaces to ensure that they are free from moisture. Apply an epoxy type repair mortar (to be approved by Engineer) which is resistant to salt water to waterproof the surface and provide sufficient cover to the steel and make good. The rate shall be inclusive of propping the beams in instances where the reinforcement has to be removed and replaced.	m ²	65		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
2.1.25	CONCRETE CRACKS AND SPALLING IN CONCRETE COLUMNS				
2.1.25.1	Remove all traces of loose material on the concrete columns and chop out spalled concrete. Use a wire brush to clean the corroded reinforcement to bare metal. Heavily corroded reinforcement to be removed and replaced with similar size and type of reinforcement. Apply epoxy in lightly corroded steel to waterproof the steel. Dry the surfaces to ensure that they are free from moisture. Apply an epoxy type repair mortar (to be approved by Engineer) which is resistant to salt water to waterproof the surface and provide sufficient cover to the steel and make good. The rate shall be inclusive of propping the beams and/or slabs transferring loads into the column in instances where the reinforcement has to be removed and replaced.	m ²	50		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>REINFORCED CONCRETE CAST AGAINST FORMWORK</u>				
2.1	<u>35 MPa/19mm Concrete in:</u>				
2.1.2	Walls	m3	8		
2.1.3	Beams	m3	9		
2.1.4	Slab	m3	12		
2.2	<u>TEST BLOCKS</u>				
2.2.1	Making and testing 150 x 150 x 150mm concrete strength test cube and submit report to the Representative/Agent (only successful tests will be paid for)	No	15		
2.3	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>				
2.3.1	<u>Smooth formwork to sides</u>				
2.3.2	Walls	m²	100		
2.3.3	Beams	m²	50		
2.3.4	Sides of slab	m	170		
2.3.5	<u>Smooth formwork to soffits</u>				
2.3.5.1	Slabs propped up exceeding 1.5m and not exceeding 3.5m high	m²	80		
	Total Carried Forward				

SCHEDULE 2: BUILDING WORKS

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 3</u>				
	<u>BRICKWORK</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>SUPERSTRUCTURE</u>				
3.1	<u>Brickwork in NFP clay bricks (14 Mpa nominal compressive strength) in Class II mortar</u>				
3.1.1	One brick walls	m ²	8		
3.2	<u>BRICK REINFORCEMENT</u>				
3.2.1	150mm Wide reinforcement built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	6		
3.3	<u>BRICKWORK SUNDRIES</u>				
3.3.1	<u>Hoop Irons</u>				
3.3.2.	38 x 1,6mm Galvanised hoop iron roof tie with one end built six courses deep into top of brickwork and other end wrapped around and nailed to trusses	No	14		
3.4	<u>Face bricks delivered to site pointed with recessed horizontal and flush vertical joints</u>				
3.4.1	Extra over brickwork to beamfilling for face brickwork	m ²	8		
3.4.2	Extra over brickwork for bbrick-on-edge header course lintels one course high, pointed on face and 110mm soffit	m	8		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 4</u>				
	<u>WATERPROOFING</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>JOINT SEALANTS, ETC</u>				
4.1	<u>Sealant including non-fungul sustaining sealant</u>				
4.1.2	Clean and apply SIKASIL or equal approved sealant around skylight frame and roof sheeting	m	1260		
	<u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u>				
	<u>One layer of Derbigum SP or equal approved waterproofing membrane sealed by means of torchfusion of Coldbond 90 or equal approved adhesive with 75mm side laps and 100mm end laps laid under a ten year guarantee to receive paint protection</u>				
4.2					
4.2.1	On sloping roofs	m ²	30		
4.2.2	Additional membrane turn up against concrete beams 300mm high	m	26		
4.2.3	Additional membrane at 150mm diameter outlet	No	1		
4.3	<u>Two coats bituminous aluminium paint</u>				
4.3.1	On waterproofing to roofs	m ²	173		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 5</u>				
	<u>ROOF COVERINGS, ETC</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
5.1	<u>0.6mm Thick Aluminium-Zinc AZ150 G550 painted Safintra SFLOK 700 AZ150 G550 Zinalume or equal approved interlocking roof sheeting fixed to timber purlins or rails and 0.60mm approved Z275 galvanised sheet steel accessories with silicon polyster finish on one side</u>				
5.1.1	Roof sheeting with pitch not exceeding 20 degrees including necessary cutting and waste	m2	54		
5.1.2	Ridge capping 462mm girth	m	8		
5.2	<u>0.8mm Thick Aluminium-Zinc AZ150 G550 painted Safintra SFLOK 700 AZ150 G550 Zinalume or equal approved interlocking roof sheeting fixed to timber purlins or rails and 0.60mm approved Z275 galvanised sheet steel accessories with silicon polyster finish on one side</u>				
5.2.1	Roof sheeting with pitch not exceeding 20 degrees including necessary cutting and waste	m2	400		
5.2.2	Ridge capping 462mm girth	m	28		
	Hip capping 600mm girth	m	18		
5.3	<u>Extra over roof sheeting for semi-opaque translucent polycarbonate sheeting</u>				
5.3.1	Roof coverings with pitches not exceeding 25 degrees	m²	60		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
	<u>SHEET METAL FLASHINGS, LININGS, COPINGS, ETC</u>				
5.4	<u>0,6mm sheet aluminium</u>				
5.4.1	Valley gutter 600mm girth	m	28		
5.4.2	Head wall flashings 600mm girth	m	16		
5.4.3	Vertical flashings 800mm girth	m	78		
5.4.4	Angle flashings 650mm girth	m	150		
5.4.5	Vertical flashings 900mm girth	m	40		
5.4.6	Linning to box gutters with riveted and sealed joints	m	44		
5.4.7	Apron flashings 800mm girth with 300mm laps	m	80		
5.4.8	Apex flashing closing 550mm girth	m	12		
5.4.9	Approved flashing around skylights 450mm girth	m	90		
5.4.10	Narrow and broad flute closers 300mm girth, raking at valleys	m	56		
5.4.11	Moulded narrow and broad rib polyethylene filler blocks, raking at valley or hips	m	56		
5.4.12	Circular cutting	m	82		
5.4.13	Linings to valleys with riveted and sealed joints	m	56		
5.4.14	Extra over for riveted and sealed angle	No	12		
5.4.15	Cappings 500mm girth two times bent along length, with riveted and sealed joints, sprung over and including suitable galvanised steel brackets at 500mm centres, plugged to brickwork	m	24		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
5.5	<u>Roof skylights</u>				
	<u>The following to refer to Architectural drawings and photos attached to these bills of quantities</u>				
5.5.1	<u>Roof skylight with aluminium frame in panels with tinted Low-Emissivity (Low-E) tempered-over-laminated glass with a minimum thickness of 20mm thick and sealed with sealant in joints</u>				
5.5.1.1	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel - skylight panels to be 1000mm long and including applying SIKASIL or equal approved sealant around skylight frame	No	77		Rate Only
5.5.1.2	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel (one side) - trapezodial shape (1 000mm and 400mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	12		Rate Only
5.5.1.3	Hibiscus skylights size 1 300mm wide x 450mm height with and including 480mm high side panel (one side) - trapezodial shape (1 200mm and 700mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	10		Rate Only
5.5.1.4	Hibiscus skylights size 3 200mm wide x 650mm height in panels - trapezodial shape (1 200mm and 700mm long) and including applying SIKASIL or equal approved sealant around skylight frame	No	10		Rate Only
5.5.1.5	Allow for guarantee on completion of the works	Item	1		Rate Only
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 6</u> <u>CARPENTRY AND JOINERY</u> <u>PREAMBLES</u> For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete Items described as "plugged" shall be deemed to include for screwing to fibre, plastic or metal plugs at not exceeding 600mm centres or shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete. Descriptions are to be deemed to include for nails, screws, plugs, adhesives, holes, sin- kings, pelleting, etc <u>Structural timber</u> Descriptions of structural timber are to be deemed to include for joints in the length, holes, splay cut ends and mitres <u>Fascias, etc.</u> Descriptions of fibre cement fascias and barge boards shall be deemed to include for mitres, end junctions, screws, bolts, wall anchors, holes, etc.				
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
	<u>ROOFS, ETC</u>				
	ROOF CONSTRUCTION				
6.1	<u>Sawn softwood:</u>				
6.1.1	Roof construction to double pitched roof with two gable end approximately 54m2 on plan overall including wall plates, trusses, permanent bracing and 50 x 76mm purlins at centres for roof coverings	No	1		
6.2	<u>Wrought softwood:</u>				
6.2.1	50 x 76mm timber	m	450		
6.2.2	42 x 145mm laminated timber	m	350		
6.2.3	65 x 230mm lamninated timber	m	50		
6.3	<u>Sundries</u>				
6.3.1	Two coats creosote on sawn timbers (Provisional)	m2	5		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 7</u>				
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>NAILED UP CEILINGS</u>				
7.1	<u>6,4mm "Rhino" gypsum plasterboard with H-type pressed steel jointing strips</u>				
7.1.1	Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres	m2	49		
7.1.2	Extra over ceiling for 650 x 650 mm trap door complete with trimmers, frame, cross branders, ceiling board, lungs and including all neccessary ironmongery	No	1		
7.2	<u>Rhino gypsum plasterboard cornices</u>				
7.2.1	75mm coved polystyrene cornice, plugged to walls	m	26		
7.3	<u>Wrought softwood</u>				
7.3.1	Ceiling of 16 x 100mm tongued and grooved boarding nailed to timber rafters	m²	300		
	<u>SUSPENDED CEILING</u>				
7.4	<u>600 x 1200 x 12.5mm Gyproc DonnCeil Gyprex Ceramic or equal approved vinyl finished gypsum ceilings tiles laid on and including SQ/T38 white powder coated main tees, cross tees, hold down clips, wedges, etc all suspended with galvanised RSAS suspension hanger centres not exceeding 1200mm centres with alumnium shadow line cornice trim laid in accordance with manufacturer's specifications</u>				
7.4.1	Ceilings suspended not exceeding 1m below trusses at 1200mm centres	m²	9		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
7.5	<u>Cornices, perimeter trims, etc to suspended ceilings</u>				
7.5.1	47 x 35mm aluminium shadow line cornice plugged	m	9		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 8</u>				
	<u>METALWORK</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>SUNDRY STEELWORK</u>				
8.1	<u>Welded steel beam, etc</u>				
8.1.1	152 x 76mm (17.9kg/m) channel	m	60		
8.1.2	125 x 50 x 20 x 3mm mild steel lipped channel welded to beam	m	40		
8.1.3	150 x 90 x 10mm unequal angle cleat with 4No holes to allow M10 bolt	No	246		
8.1.4	M10 bolt complete with nut	No	984		
	<u>PRESSED STEEL DOOR FRAMES</u>				
8.2	<u>1,6mm Double rebated frames suitable for one brick walls</u>				
8.2.1	Frame for double door size 1 800 x 2 100mm high	No	1		
8.3	<u>GALVANISED PRESSED COMBINATION DOORS AND FRAMES</u>				
8.3.1	Purpose made heavy duty steel frame size 2 350 x 2 100mm high with two single leaf door sizes 850 x 2 100mm high and 1 500 x 2 100mm high with and including laminated view panel per leaf (450 x 600mm high), ironmongery, rebated frame suitable for one brick wall	No	1		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
8.4	<u>PRESSED STEEL TRANSFORMER ROOM DOORS AND FRAMES</u>				
8.4.1	Type M.V. or equal approved double door and frame size 1 800 x 2 100mm high with 560 x 746mm high louvred ventilation panels, locks, 2no. barrel bolts, 2no cabin hooks and rebated frame suitable for one brick wall	No	2		
8.5	<u>STEEL ROLLER SHUTTERS ETC</u>				
8.5.1	<u>75 x 1.2mm galvanised steel slated roll up traditional security roller shutter door or equal approved, chain operated supplied complete with frame, lock and keys, all in strict accordance with the manufacturer's instructions fixed to brick walls</u>				
8.5.1.1	Manual push-up slatted roller shutter for 2 400 x 2 500mm high opening	No	1		
	Total Carried To Building Summary				

SCHEDULE 2: BUILDING WORKS

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NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 10</u>				
	<u>PLUMBING AND DRAINAGE</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>RAINWATER DISPOSAL</u>				
10.1	<u>Seamless aluminium pre-coated gutters and rainwater pipes complete with all fixing brackets:</u>				
10.1.1	200 x 150mm Rectangular section eaves gutter with 20mm wide overlapping joints sealed with and including "Compriband" or other approved bitumen sealing strip and rivetted at 20mm centres.	m	361		
10.1.2	Extra over 100 x 125mm eaves gutter for stopped end.	No	8		
10.1.3	Extra over 100 x 125mm eaves gutter for outlet for 100 x 76mm downpipe including galvanized wire balloon grating.	No	8		
10.1.4	100mm x 76mm Rainwater pipe with brackets fixed to brick wall or concrete.	m	160		
10.1.5	Extra over 100 x 76mm rainwater pipe for shoe.	No	30		
10.1.6	Extra over 100 x 76mm rainwater pipe for bend	No	30		
10.2	<u>Galvanised steel gutters</u>				
10.2.1	<u>5mm welded plate gutters</u>				
10.2.2	Box gutter 1000mm girth (400 x 250mm deep box gutter), four times bend along length including necessary collared and sealed expansion joints fixed to structural steel rafters	m	26		
10.2.3	Extra over box gutter for end.	No	5		
10.2.4	Extra over box gutter for outlet for 100 x 100mm downpipe including galvanized wire balloon grating.	No	5		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
10.3	<u>4mm welded plate rainwater pipes, including holderbats, brackets, etc</u>				
10.3.1	100mm x 100mm Rainwater pipe with brackets fixed to brick wall or concrete.	m	20		
10.3.2	Extra over 100 x 100mm rainwater pipe for shoe.	No	4		
10.3.3	Extra over 100 x 100mm rainwater pipe for bend	No	4		
10.4	<u>67 000l Fish Water Tank & Temporary Water Storage</u>				
10.4.1	Allow for emptying water from 67000l fish tank to 2 x 35000l tank located 60m away insuring all leaks are avoided (fittings and pump elsewhere).	item	1		
10.4.2	Allow for a pump to pump water from 67000l to 2 x 35000l	No	1		
10.4.3	Apply Poxypaste BBS101 or equal approved tank lining to 35000l tank according to manufacturer's specifications.	No	2		
10.4.4	50mm HDPE pipe from 67000l tank to 2 x 35000l tanks	m	66		
10.4.5	Extra over 50mm HDPE pipe for bend	No	8		
10.4.6	Allow for 70 000l water storage bladder to temporarily store water from 67000l tank during period of construction	item	1		Rate only
10.4.7	Repair and service of existing 67000l fish tank including closing leaks and leave in good order.	item	1		
10.4.8	Allow for re-filling water to 67000l from 2No x 35000l tanks	item	1		
10.4.9	Allow for testing of 67000l tanks including providing a guarantee on completion	item	1		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 11</u>				
	<u>GLAZING</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	GLAZING TO STEEL WITH PUTTY				
11.1	<u>32mm high penetration resistance (HPR) clear laminated safety glass framed on 30mm x 6mm polyurethane space blocks with 45 x 45 x 6mm stainless steel angle anchored into concrete with and including applying SIKASIL or equal approved sealant around the frame</u>				
11.1.1	Frame size 901 x 747mm high	No	1		
11.1.2	Frame size 895 x 780mm high	No	1		
11.1.3	Frame size 1 592 x 890mm high	No	1		
11.1.4	Frame size 1 587 x 906mm high	No	1		
11.1.5	Frame size 1 610 x 980mm high	No	1		
11.1.6	Frame size 1 026 x 901mm high	No	2		
11.2	<u>Testing and guarantees</u>				
11.2.1	Allow for testing of all glass panels for water leakages on completion	Item	1		
11.2.2	Issue glass guarantee certificate for completion	Item	1		
	Total Carried To Building Summary				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 12</u>				
	<u>PAINTWORK</u>				
	<u>PREAMBLES</u>				
	For preambles see 'Model Preambles for Trades, 2008 Edition as published by Association of South African Quantity Surveyors, SANS Standards and PW371 Specification of Materials and Methods to be used as Published by National Department of Public Works & Infrastructure				
	<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK</u>				
	<u>ON FLOATED PLASTER</u>				
12.1	<u>Prepare, clean and apply one coat plaster primer and two coats approved quality matt acrylic paint applied as per manufacturers specification</u>				
12.1.2	On internal plastered walls	m2	84		
	<u>ON METAL</u>				
12.5	<u>Prepare, prime with a self-etching primer and apply one coat universal undercoat and one full coat high gloss enamel paint</u>				
12.5.3	On structural steel members	m2	583		
	<u>ON WOOD, WOOD BOARD</u>				
12.7	<u>Prepare, clean and apply one coat wood primer and one coat universal undercoat and two coats polyurethane varnish</u>				
12.7.1	On exposed timber rafters and beam	m2	928		
12.7.2	On tongue and groove ceilings	m2	929		
	Total Carried Forward				

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 2: BUILDING WORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought Forward				
	<u>PAINTWORK, ETC TO NEW WORK</u>				
12.2	<u>Prepare, clean and apply one coat alkali resistant primer, undercoat and two coats approved quality matt acrylic paint applied as per manufacturers specification</u>				
12.2.1	On walls, beams, slabs, columns and tanks	m2	1100		
	<u>ON PLASTERBOARD</u>				
12.3	<u>Prepare and apply one coat primer and two coats approved quality matt acrylic emulsion paint as per manufacturers specification</u>				
12.3.1	On internal fibre-cement board ceilings and cornices	m2	49		
12.4	<u>Prepare and apply one coat alkali resistant primer, one universal undercoat and two coats gloss enamel paint</u>				
12.4.1	On fascias and barge boards	m2	13		
	<u>ON METAL</u>				
12.5	<u>Prepare, prime with a self-etching primer and apply one coat universal undercoat and one full coat high gloss enamel paint</u>				
12.5.1	On door frames	m2	14		
12.5.2	On gates, grilles, burglar screens, ballustrades, etc [both sides measured over the full flat area]	m2	7		
12.5.3	On structural steel members	m2	230		
12.5.4	On steel doors	m2	26		
12.6	<u>Prepare, etc as specified and apply two coats of bitumen based paint inside the gutter:</u>				
12.6.1	Inside eaves gutter.	m2	207		
	Total Carried Forward				

SCHEDULE 2: BUILDING WORKS

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NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA - PRETORIA

REPTILE PARK - REPAIR AND RENOVATIONS

SCHEDULE 3: PROVISIONAL SUMS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>SELECTED SUB-CONTRACTOR WORKS</u>				
		<u>AIR-CONDITIONING INSTALLATION</u>				
3.1		Provide the sum of R150 000.00 (One Hundred and Fifty Thousand Rands) for Air-conditioning Installation complete including issuing of certificate of compliance	Item	1	R150,000.00	R150,000.00
3.2		Allow for profit	%		R150,000.00	
3.3		Allow for attendance	%		R150,000.00	
		<u>SIGNAGE INSTALLATION</u>				
3.4		Provide the sum of R10,000.00 (Ten Thousand Rands) for taking out and replacement of signage	Item	1	R10,000.00	R10,000.00
3.5		Allow for profit	%		R10,000.00	
3.6		Allow for attendance	%		R10,000.00	
SUB-TOTAL CARRIED FORWARD TO SUMMARY						

ART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
	SANBI: NZG 418/2022

	<u>Page</u>
C3.1 DESCRIPTION OF THE WORKS	131
C3.2 DESIGN & CONSTRUCTION	133
C3.3 DRAWINGS	134

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work

Standardised Specifications

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C 3.1. Description of the Works

C3.1.1 Background

“The National Zoological Garden of South Africa is an 80-hectare zoo located in Pretoria, South Africa. It is the national zoo of South Africa, and was founded by J. W. B. Gunning in 1899. Pretoria Zoo is one of the eight largest zoos in the world and one of the most highly rated” – source Wikipedia

The Zoo operated as an independent entity until it was absorbed into SANBI (the South African National Biodiversity Institute) and this umbrella body allowed for the creation of a much-needed budgetary allocation for the execution of many projects that were sorely needed by the NZG (National Zoological Garden). The NZG is not only considered a national heritage resource, it is also considered by many as a World Heritage Resource.

C3.1.2 Scope of Works

The scope of works per phase includes, but is not necessarily limited to, the following:

Note: All works to be carried out according to SANS standards

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

- a) Replace distressed roof sheeting including sealing of existing sheeting
- b) Sealing of existing skylights units
- c) Replace rainwater disposal
- d) Repair tongue and groove ceilings
- e) Repair and renovations to pump house
- f) Repair and renovations to fish ponds
- g) Repair existing and replace damaged view panel windows
- h) Supply and install extractor fans
- i) Install concrete roof slab (ablution block) and repair waterproofing
- j) Replace doors and door frames
- k) Repair structural defects on concrete elements in the Aquarium.

C3.1.3 Location of the Works

The project is located at the National Zoological Garden in Pretoria, Gauteng.

Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C3.2. Construction

This project is for the appointment of a contractor for THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

C3.2.1 Initial Basic Structural Information: (To be provided)

All structural designs and relevant documentations are provided for in this tender document.

C3.2.2 Site Camp

No major site camp is envisioned for this project, and should there be a need, the area must be kept to an absolute minimum. There are open areas around the Zoo which may be used for a small site camp. No large containers will be allowed for offices or storage. Water and electricity area available on site. Security of the site and materials is the sole responsibility of the Contractor.

C3.2.3 Equipment / Plant

No large plant is envisioned for the project. The majority of work should be labour intensive with hand operated tools. Should there be a need to bring large machinery on to the work site, it should be as per the arrangement with the Employer or Employer's representative. Any damage or disturbance of the site/infrastructure by large machinery will have to be remediated at the cost of the Contractor.

C3.2.4 Applicable Project Specifications

Refer to the both the Scope of Work

PART C: THE CONTRACT

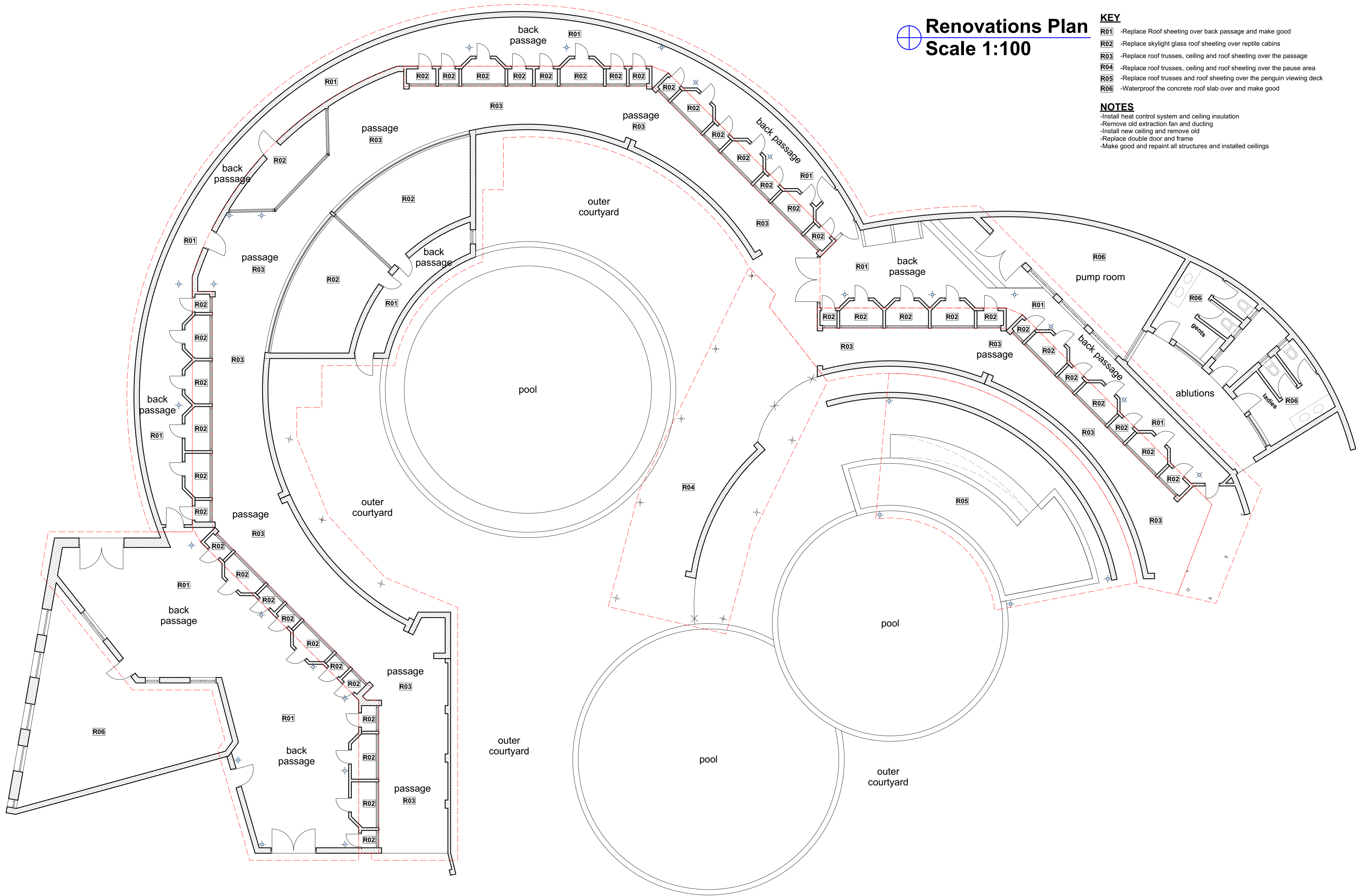
Part C3: Scope of Work

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

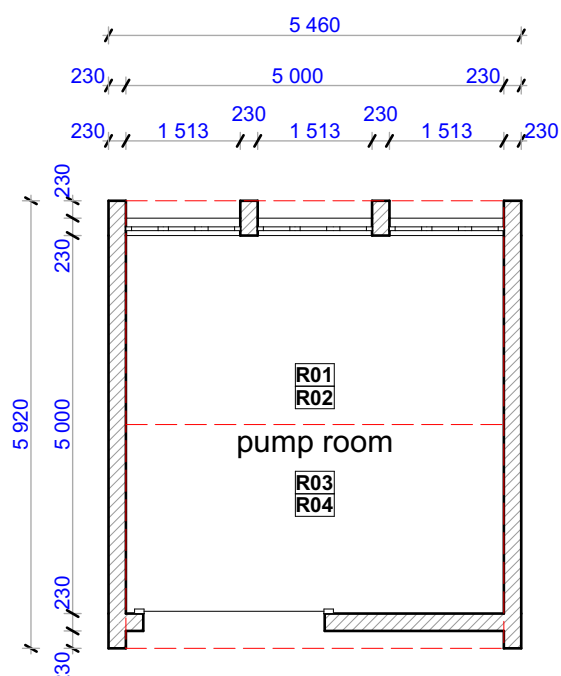
C3.3. DRAWINGS

C3.3.1 Drawings List:

The drawings are contained in Annexure A provided separately.



GROUND FLOOR PLAN
Scale 1:100



GROUND FLOOR PLAN
Scale 1:100

Renovations Plan Scale 1:100

KEY

- R01 - Replace Roof sheeting over back passage and make good
- R02 - Replace skylight glass roof sheeting over reptile cabins
- R03 - Replace roof trusses, ceiling and roof sheeting over the passage
- R04 - Replace roof trusses, ceiling and roof sheeting over the pause area
- R05 - Replace roof trusses and roof sheeting over the penguin viewing deck
- R06 - Waterproof the concrete roof slab over and make good

NOTES

- Install heat control system and ceiling insulation
- Remove old extraction fan and ducting
- Install new ceiling and remove old
- Replace double door and frame
- Make good and repaint all structures and installed ceilings

NOTES

GENERAL NOTES:

- THESE NOTES MUST BE READ IN CONJUNCTION WITH THE DRAWINGS AND PROJECT SPECIFICATIONS INCLUDING THE SANS 1200 STANDARD SPECIFICATIONS.
- THE CONTRACTOR MUST IMPLEMENT A QUALITY ASSURANCE SYSTEM FOR THE EXECUTION OF THE WORK. THE QUALITY MANAGEMENT SYSTEM MUST BE APPROVED BY THE ENGINEER PRIOR TO THE START OF THE WORK. THE CONTRACTOR MUST PERFORM A QUALITY CONTROL INSPECTION BEFORE THE ENGINEER WILL DO ANY INSPECTIONS.
- THE CONTRACTOR SHALL CHECK ALL DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION OF ANY PORTION OF THE WORK. ANY DISCREPANCIES SHALL IMMEDIATELY BE REPORTED TO THE ENGINEER.
- WORK TO BE DONE TO FIGURED DIMENSIONS ONLY.
- PRODUCTS DIFFERENT TO THOSE SPECIFIED MAY ONLY BE USED WITH THE ENGINEER'S PRIOR WRITTEN APPROVAL.

FOUNDATION NOTES:

- EXCAVATIONS FOR FOUNDATIONS TO BE APPROVED BY THE ENGINEER BEFORE CONCRETE IS CAST.
- FOUNDATIONS TO BE BUILT ON FIRM, WELL COMPACTED SOIL.
- THE ENGINEER MAY ORDER PLATE LOAD TESTS TO BE DONE TO ASCERTAIN THE BEARING CAPACITY OF THE FOUNDATION FOUNDING SURFACE.
- ASSUMED SAFE BEARING CAPACITY OF FOUNDING MATERIAL 75 kPa.

CONCRETE NOTES:

- ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH SABS 1200G.
- CONCRETE CLASS TO BE AS FOLLOWS:

BLINDING	15 MPa/19mm
STANDARD REINFORCED CONCRETE	30 MPa/19mm
- THE CONTRACTOR MUST CO-ORDINATE ALL SERVICE DRAWINGS FOR DETAILS AND POSITIONS OF OPENINGS AND SLEEVES REQUIRED FOR STORMWATER, SEWERAGE, DRAINAGE, ELECTRICAL, MECHANICAL AND OTHER SERVICES.
- THE CONCRETE COVER TO REINFORCING IS AS FOLLOWS:

FOUNDATIONS	40mm
SURFACES/BEDS (FROM TOG)	30mm
- THE STRENGTH OF THE CONCRETE COVER BLOCKS SHALL EXCEED THE STRENGTH OF CONCRETE OF THE STRUCTURAL ELEMENT IN WHICH THEY ARE USED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREVENT THE FORMATION OF PLASTIC SHRINKAGE CRACKS IN NEWLY LAID CONCRETE.
- CONCRETE SHALL BE CURED TO AN APPROVED SPECIFICATION USING MEMBRANES, MIST SPRAY OR CURING COMPOUND THAT DOES NOT AFFECT ADHESION OR FINISHES.
- NO BRICK WALLS MAY BE BUILT ON FLOOR SLABS, BEAMS, WALLS, ETC. BEFORE THE ELEMENT HAS REACHED THE 28 DAY TARGET STRENGTH, UNLESS APPROVED IN WRITING BY THE ENGINEER.
- 25 x 25 CHAMBERS TO BE FORMED AT ALL EXPOSED CONCRETE CORNERS.
- 250 MICRON DPC TO BE PLACED UNDER ALL SURFACE BEDS.

CLIENT

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE



South African National Biodiversity Institute

2 CUSSONIA AVENUE, BRUMMERIA
PRIVATE BAG X101
SILVERTON
0184

R00 2021-12-13 ISSUED FOR TENDER

REV NO. DATE DESCRIPTION

REVISIONS

PROJECT CONSULTANT

PROJECTNEERS

PROJECTNEERS CONSULTING ENGINEERS
& PROJECT MANAGERS

BUILDING 2, 1ST FLOOR, THORNHILL OFFICE PARK
94 BEKKER ROAD, MIDRAND, 1685

+27 11 043 1307

technical@projectneers.com

DRAWING CHECKS

DESIGNED BY: N. MPOFU
CHECKED BY: S. ZUNGU
DRAWN BY: F. MAROZYA
CHECKED BY: N. NKOSI
www.projectneers.com

APPROVAL CONSULTANT

B. TSHUMA

SITE: 2021-12-13
PROJ. NO.: 2021-12-13
THE MASTER HELD AT THE PROJECTNEERS CONSULTING MIDRAND OFFICE BEARS THE ORIGINAL SIGNATURE OF APPROVAL

PROJECT NAME

THE DESIGN, UPGRADE AND RECONSTRUCTION OF THE AQUARIUM AND ASSOCIATED TANKS, REPTILE PARK AND OUTDOOR AQUATIC POOLS, FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

PROJECT SITE

NATIONAL ZOOLOGICAL GARDENS OF SOUTH AFRICA, PRETORIA

SHEET TITLE

FLOOR LAYOUT PLAN - REPTILE PARK

DISCIPLINE

ARCHITECTURAL

CONTRACT NUMBER

G360/2020

FILE NUMBER

ZA2021_2022

DRAWING NUMBER

PJN_ZA_2021_2022_SANBI_NZG_C_1000_R00 A1

ISSUED FOR TENDER



-  -Corrugated Steel Roof Sheets
-  -Translucent and Opaque Roof Sheets Combination
-  -Concrete Roof Slab
-  -Skylight

SUED FOR
TENDER

PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE AND RECONSTRUCTION OF THE AQUARIUM, ASSOCIATED TANKS, PUMP ROOM, REPTILE PARK ROOF AND CEILING FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
CONTRACT NO:	SANBI: NZG 418/2022

C4.1. General Site Information

The proposed construction is to take place within the National Zoological Garden in Pretoria.

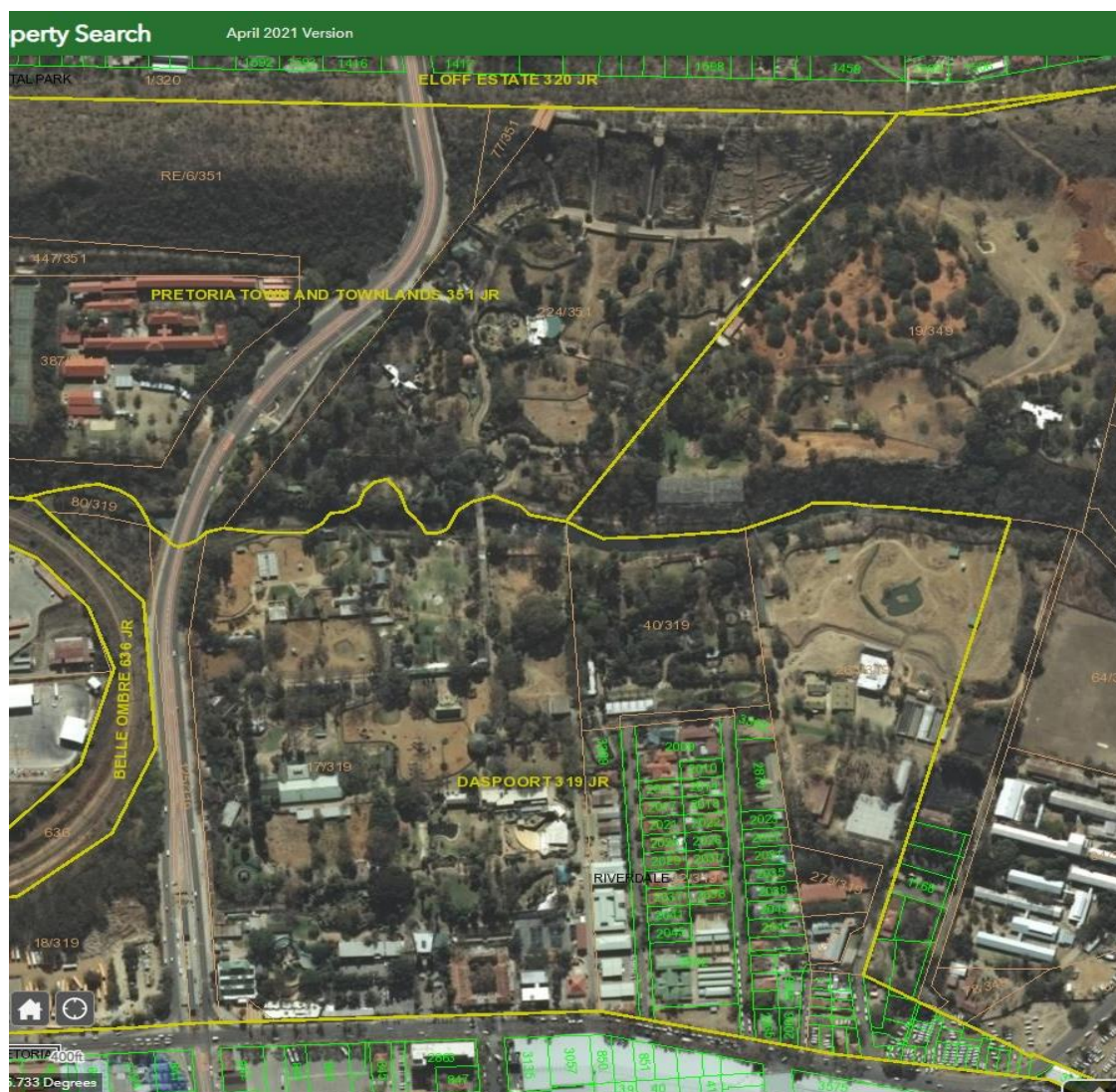


FIGURE 1: SITE LOCALITY PLAN - AERIAL PHOTO FROM CSG SHOWING CADASTRAL LAYOUT OF THE NZG

1. Leaking Water Pipes & Elements Stained by Salt Water















2. Concrete Walls: Concrete Spalling



3. Concrete Tanks: Cracking, Flaking and Staining of Concrete Walls due to Overflow







4. Concrete Cracks and Spalling in Concrete Slabs, Columns and Beams







C4.2. Annexure F

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR CONTRACTORS WHO ARE ON CONTRACT WITH SANBI

C4.2.1 Scope

This specification establishes general requirements to enable SANBI and the Contractors to satisfy the requirements of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014 as amended.

The Construction Regulations, 2014, require an Employer to stop any Contractor from executing construction work which is not in accordance with the Contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

This specification establishes generic health and safety requirements for health and safety as stated in the scope of work associated with a contract and

- provides the overarching framework within which the Contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993;
- establishes the manner in which the Contractor is to manage the risk of health and safety incidents in the execution of the contract; and
- establishes the manner in which the Employer's health and safety agent will interact with the Contractor.

C4.2.2 Requirements

C4.2.2.1 General requirement

The Contractor shall:

- create and maintain a safe and healthy work environment,
- execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- respond to the notices issued by the SANBI's Health and Safety Agent as follows:
 - Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - Contravention Notice: rectify contravention as soon as possible;
 - Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Any incident occurring as a result of the contractors' negligence which may affect SANBI employees will be claimed against the contractor.

C4.2.3 Administration

C4.2.3.1 Application and Notification of intention to commence construction work

C4.2.3.1.1 Application for construction work permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work will:

- exceed 180 days;
- will involve more than 1800 person days of construction work; or
- the works contract is of a value equal to or exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 6.

An application must be done in a form similar to Annexure 1 in the Regulation and a site-specific number assigned by the Provincial Director must be displayed on site.

C4.2.3.1.2 Notification of construction work

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will:

- include excavation work;
- include working at a height where there is risk of falling;
- include the demolition of a structure; or
- include the use of explosives to perform construction work.

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

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

C4.2.3.2 Copy of the Act

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

Good standing with the compensation fund or a licensed compensation insurer

The Contractor shall, before commencing with any works on the site, provide the SANBI with proof of good standing with the compensation fund or with a licensed compensation insurer.

C4.2.3.3 Emergency procedures

The Contractor shall submit for acceptance to the SANBI 's Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the SANBI's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

Health and safety file

The Contractor shall maintain on site a health and safety file which contains copies of the following;

C4.2.3.3.1 Documents required before the contractor commences with construction activities

- the Contractor's health and safety policy, signed by the chief executive officer, which outlines the Contractor's objectives and how they will be achieved and implemented by the Contractor
- the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
- the letters of appointment, as relevant, of the construction supervisor for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
- a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations where applicable;
- the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
- proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations where applicable;
- the preliminary hazard identification undertaken by a competent person;
- the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers; and
- the contractor's health and safety plan;
- the emergency procedures;
- the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
- proof that the contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

C4.2.3.3.2 Documents required after construction activities have commenced

- the letters of appointments, if relevant, of:
 - persons who are required to assist the construction supervisor;
 - safety officers;
 - health and safety representatives;
 - replacement construction supervisor, and
 - assistants of construction supervisor.
- any revisions to the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers;
- each and every subcontract agreement;
- proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

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- proof of all subcontractor's induction training whenever it is conducted;
 - copies of the minutes of the Contractor's subcontractors health and safety meetings;
 - copies of each of the Contractor's subcontractors' health and safety policy, signed by the Chief executive officer, which outlines the Contractor's objectives and how the will be achieved and implemented by the Contractor;
 - the health and safety plans of all the Contractor's subcontractors who are required to provide such plans;
 - a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
 - the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
 - any report made to an inspector by the health and safety committee;
 - the minutes of all health and safety meetings and any recommendations made to the Contractor by the health and safety committee;
 - the findings of all audit reports made regarding the implementation of the Contractor's or a subcontractor's health and safety plan;
 - the inputs of the safety officer, if any, into the health and safety plan;
 - details of induction training conducted whenever it is conducted including the list of attendees;
 - proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
 - letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
 - A copy of risk assessments made by competent person;
 - records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
 - the names of the first aiders on site and copies of the first aid certificates of competency;
 - the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
 - details of all incidents together with the Contractor's report on such incident; and
 - the record of inspections carried out by the designers of structures to ensure compliance with designs.

The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the SANBI's Health and Safety Agent or employee of the Contractor upon the request of such persons.

The Contractor shall hand over the health and safety file to the SANBI's Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

C4.2.3.4 Health and safety committee

The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Contractor. Such meetings shall be convened at least once every month to:

- make recommendations to the Contractor regarding any matter affecting the health or safety of persons on the site; and
- discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

SANBI Health and Safety Agent shall be invited to attend such meetings as an observer.

C4.2.3.5 Inspections, formal enquires and incidents

The Contractor shall inform the relevant safety representative:

- beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector and
- as soon as reasonably practicable of the occurrence of an incident on the site.

The Contractor shall record all incidents and notify the SANBI's Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and reports such incidence to an inspector.

The Contractor shall investigate all incidents and issue the SANBI's Health and Safety Agent with copies of such investigations.

C4.2.3.6 Personal protective equipment and clothing

The Contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damaged personal protective clothing.

C4.2.4 Appointments

C4.2.4.1 Health and safety representatives

The Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- review the effectiveness of health and safety measures;
- identify potential hazards and potential major incidents;
- in collaboration with his employer, examine the causes of incidents;
- investigate complaints by any employee of the Contractor relating to that employee's health or safety on the site;
- make representations to the Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- inspect the site with a view to, the health and safety of employees, at regular intervals;
- participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- participate in any internal health or safety audit.

The Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

C4.2.4.2 Appointment of construction supervisor and safety officers

The Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full time or part-time construction safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers.

C4.2.4.3 Competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;

- operation of batch plants;
- explosive power tools;
- vehicles and mobile equipment;
- fire equipment; and
- the stacking and storage of articles on the site.

The Contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and
- prepare a fall protection plan.

C4.2.5 Creating and maintaining a safe and healthy work environment

C4.2.5.1 General

The Contractor shall with respect to the site and the construction works that are contemplated:

- cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- no structure or part of a structure is loaded in a manner which would render it unsafe; and
- account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification

C4.2.5.2 Risk assessment

The Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- identify the risks and hazards to which persons may be exposed to;
- analyse and evaluate the identified risks and hazards;
- document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before

undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

- provide a monitoring plan; and
- provide a review plan.

C4.2.5.3 Health and safety plans

The Contractor shall prior to commencing the works to which this specification applies, submit to SANBI's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan must be specific to the current project and shall as a minimum provide:

- the information about hazards associated with the task to be performed; and
- an outline of the manner in which the Contractor intends complying with the requirements of this specification.
- The arrangements to ensure the safety of all SANBI staff affected by the activities of the project/work.
- The manner in which hazards will be communicated to all staff/including SANBI employees.

C4.2.5.4 Responsibilities towards employees and visitors

The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures. Safety for SANBI employees must be considered throughout the project life cycle.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- unauthorized entrance prohibited;
- signage to indicate what personal protective equipment is to be worn; and
- activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

C4.2.6 Subcontractors

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract.

The Contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and any work specific information which might be pertinent to the sub-contract.

C4.2.7 First aid, emergency equipment and procedures

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

The Contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

C4.2.8 Facilities for workers

The Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

- at least one shower facility for every 15 workers
- at least one sanitary facility for every 30 workers;
- changing facilities for each sex; and
- sheltered eating areas.

2.5.4.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available

C4.2.9 Waste management

Construction will result in waste generation although in different scales depending on the nature and size of the project.

The goal for construction waste management is primarily the reduction of waste generated. Waste reduction is the responsibility of all on site, as it relates to materials procurement, handling, storage and use. Waste generated during construction will be reused, recycled or disposed to landfill.

Waste collection during building works will be appropriately managed through the staged nature of construction and the use of known quantities of materials. The majority of recyclable material that could be recovered during construction is likely to be off cuts and discards of concrete reinforcement (steel), metal off cuts, drainage pipes, telecommunication and electrical cabling, plastics, paint and timber.

No uncontrolled hazardous materials or dangerous goods will be stored on site.

Principal contractor will be required to provide waste management plan before construction work commences.

C4.2.10 Points to remember - Legal

C4.2.10.1 Requirements

- Application for construction work permit
- Notice of construction work
- Letter of good standing from the Department of Labour/ Insurance
- Risk assessment and safe working procedures
- Appointment letter of Principal contractor and other legal appointments
- Health and safety plan
- Valid medical certificates of fitness for employees

- Fall protection plan
- Health and safety inductions.
- Notice boards and display of site specific number assigned to the project.
- Management of plant & Noise
- Management of premises
- Management of Plant, labour & materials on site
- Management of safety file

C4.2.11 COVID-19 PLAN AND COMPLIANCE

Section 14 of the Occupational Health and Safety, (OHS) Act obliges employees to take reasonable care for health and safety of him- or herself and others who may be affected by their acts or omissions. This obliges employees to comply with any duty or requirement imposed by the employer or any other person by OHS Act to co-operate with the employer or person to enable that duty or requirement to be performed or complied with. Employees are also required by OHS Act to carry out lawful orders and obey the health and safety rules and procedures laid down by his employer or by anyone authorized by his employer in the interest of health and safety

Principal contractor shall therefore do the following:

- Include Covid Management as part of the SHE Plan
- Covid19 Management to be in compliance to the latest Covid19 regulations as issued by the government.
- All employees and non-employees to be screened with non-contact thermometers. ▪ Take body temperature of anybody stepping on or stepping off site Should the body temperature be above 37 degrees Celsius, the employee will be asked to return home for self-isolation or will be referred to a clinic or testing centre close to them.
- All employees and support staff will be provided with the standard PPE in regulation with the COVID-19 pandemic 3ply cloth masks, face- shields, gloves etc.
- No employees or visitors shall be allowed access to site should they not be wearing their face masks
- Reduction of visitors to be implemented on site
- Tools to be sanitized frequently
- Sanitizers to be placed at the entrance and in common areas.
- Monitor site access points to enable social distancing (at least 1.5M apart)

Risk Register to include Management of covid19 on sites

C4.3. Annexure G

GENERAL ENVIRONMENTAL SPECIFICATIONS

Index to Environmental Specifications

<u>Clause</u>	<u>Description</u>
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E2	Demarcation of the site
E3	Refuse
E4	Protection of fauna and flora
E5	Defacement of natural features
E6	Protection of archaeological and palaeontological Sites
E7	Effluent and storm-water management
E8	Run off from construction camps
E9	Discharge of construction water
E10	Servicing/fuelling of construction equipment
E11	Fuels and chemicals
E12	Dust control
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E14	Materials use, handling, storage and transport
E15	Use of cement/concrete
E16	Fuel storage and use
E17	Hazardous materials
E18	Transport of materials outside the site
E19	Fire
E20	Removal of topsoil
E21	Stabilisation of steep slopes
E22	Site Rehabilitation
E23	Landscaping and preparation for re-vegetation

E1 Location of camp and depot

The Contractor's Camp and Materials Storage Area shall be located at a position approved by the Responsible Person. No site staff other than security personnel shall be housed on site. The Contractor's Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

E2 Demarcation of the site

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the Responsible Person before any work being undertaken. The Contractor shall ensure that all plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his/her own expense to the satisfaction of the Responsible Person.

If additional areas (e.g. for lay down, rest areas) are required, these must be approved in writing by the Responsible Person. The Contractor is advised that it may take approximately one week to obtain such permission from the Responsible Person.

Suitable temporary fencing may need to be erected during construction to minimise the risk of injury to the public, and animals.

E3 Refuse

Refuse refers to all solid waste, including construction debris (e.g. wrapping materials, timber, cans etc.) waste and surplus food, food packaging etc.

The Contractor shall institute an on-site waste management system that is acceptable to the Responsible Person to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be high.

All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean up of the site if so instructed by the Responsible Person. This daily/weekly clean up shall be for the Contractor's account.

The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is recommended. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by his employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off site at approved landfill sites.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off site by a specialist waste contractor, at a permitted hazardous waste disposal site.

E4 Protection of fauna and flora

All fauna within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares. Offenders may be prosecuted in terms of the Animals Protection Act 71 of 1962.

E5 Defacement of natural features

Defacement of any features outside of the construction site shall not occur without the prior written permission of the Responsible Person. Any features defaced by the Contractor shall be restored to the satisfaction of the Responsible Person.

E6 Protection of archaeological and palaeontological Sites

If any possible palaeontological /archaeological material is found during excavations, the Contractor shall stop work immediately and inform the Responsible Person. The Responsible person will inform the South African Heritage Resource Agency (SAHRA) and arrange for a palaeontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits from the National Monuments Council. Costs incurred will be for the Employer's account.

E7 Effluent and storm-water management

The Contractor must ensure that pollution of the ground or surface water does not occur as a result of site activities. Pollution could result from the accidental release of contaminated run-off from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run-off from stockpiles, solid waste, litter, etc.

E8 Run off from construction camps

The Contractor shall ensure that polluted run-off (excluding silt "pollution"), such as run-off from construction camps where equipment is cleaned and/or serviced, fuel stores, workshops, etc. is not discharged overland. The Contractor shall erect an earth/brick berm 0,5 m high around such areas and shall collect all run-off from these areas and store it in a conservancy tank for removal from the site. The Contractor shall ensure that silt-laden water is not discharged directly into any surface watercourses (i.e. vleis, etc.), and shall take suitable measures to prevent this.

Natural run-off shall be diverted away from any camps towards the storm-water drains where these are available. Special care must be taken in areas susceptible to erosion, e.g. steep slopes. The Contractor shall ensure that excessive quantities of sand, silt and silt-laden water do not enter the storm-water drain system, or any surface watercourse. The Contractor shall take appropriate measures, e.g. the erection of silt traps, or drainage retention areas, to prevent silt and sand entering drainage or watercourses. Any partial or complete blockage of the storm-water drainage system shall be cleared by the Contractor at his / her own expense.

E9 Discharge of construction water

Construction water refers to all water dirtied as a result of construction activities.

The Contractor may discharge silt laden water overland and allow this water to filter into the ground. However, s/he shall ensure that he does not cause erosion as a result of any overland discharge.

The Contractor may not discharge cement-laden water overland, i.e. washings from trowels, wheelbarrows and the like.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

E10 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the Responsible Person. All waste shall be collected and disposed of off site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the Responsible Person. The Contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

E11 Fuels and chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, which is intended to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week ends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Responsible Person/ECO and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the ECO and relevant authorities, if appropriate.

E12 Dust control

The Contractor shall be responsible for the continued control of dust arising from his/her operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, due to water loss through evaporation. The use of water carts is preferred.

The Contractor shall inform the Responsible Person 48 hours in advance of anticipated "unavoidable" dust-generating activities. The Responsible Person and/or ECO may inform adjacent land users, tenants and communities about the possibility of dust pollution, and the approximate duration of the problem.

E13 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Contractor shall inform the Responsible Person 48-hours in advance of anticipated “unavoidable” noise-generating activities. The Responsible Person and/or Environmental Officer may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

E14 Materials use, handling, storage and transport

Procedure for material handling must be discussed with and approved by the Responsible Person prior to commencement of this activity.

E15 Use of cement/concrete

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing visible signs into the ground is not acceptable; and
- all aggregate is also removed.

E16 Fuel storage and use

Tanks containing fuels shall have lids and shall remain firmly shut. Only clean, empty tanks may be stored on the bare ground. Fuel stores shall be placed on a bunded sealed base - the bunds shall have a volume of 110% of the volume of the largest tank in the storage area. Any waste-water or spilled fuel collected within the bund shall be disposed of as hazardous waste.

The Contractor shall take all the necessary precautions to prevent fires or spills. No smoking shall be allowed in the vicinity of the fuel stores. Failure to adhere to this specification shall be cause for a spot fine being imposed on the offender.

The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

E17 Hazardous materials

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials. If necessary, the Contractor shall obtain the advice of the manufacturer with regard to the safe handling of hazardous materials. Any claims against the Contractor shall be for his/her account.

The Contractor shall provide the Responsible Person with a list of hazardous substances on site, together with storage procedures for these materials.

The Contractor shall ensure that there is an emergency procedure to deal with accidents and incidents (e.g. spills) arising from hazardous substances. The Contractor shall report major incidents (spills in excess of 50 litres) to the Responsible Person immediately.

The Contractor shall maintain a register of spills or incidents involving hazardous materials, as well as measures taken.

The Contractor shall ensure that information on all hazardous substances is available to all personnel on site. The Contractor shall furthermore be responsible for the training of all personnel on site who will be handling the material about its proper use, handling and disposal.

E18 Transport of materials outside the site

The Contractor shall comply with all the applicable local, regional and national by-laws with regard to road safety and the transport of materials, especially hazardous and/or toxic materials. Any claims against the Contractor shall be for his account.

The Responsible Person shall provide the Environmental Officer with a schedule of the proposed transportation of significant quantities of hazardous material onto the site, before commencing work on site. The Environmental Officer may request further details or notifications of specific material movements if considered necessary.

E19 Fire

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his/her activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on or off site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

E20 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30-cm depth) and stock-piled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2-m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the Responsible Person.

E21 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Where re-vegetation of slopes is undertaken, this shall be in accordance with the specification provided in EP6.

Slopes that are susceptible to accidental damage during construction shall be protected to reduce the risk of disturbance.

Any erosion that does occur must be reinstated at the Contractor's cost.

E22 Site Rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones. The Contractor shall re-vegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rot ovation or other means, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

E23 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before re-vegetation is commenced, the Contractor shall, at his own cost, loosen the crust by scarifying to a depth of 150-mm.

C4.4. Annexure H

GEOTECHNICAL INFORMATION (N/A)