

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
Contract: **SANBI G443/2022**



SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: G443/2022

**THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND
ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE
AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**

PROCUREMENT DOCUMENT

DECEMBER 2022

Issued by:

South African National Biodiversity Institute
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PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI: G443/2022

Advertising date:	12 December 2022	Closing date:	03 February 2023
Closing time:	11:00	Validity period:	90 days

T1.1 Tender Notice and Invitation to Tender

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

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for the SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town.

It is estimated that tenderers should have a CIDB contractor grading of **3GB** or higher.

Tender documents will be available as from **12 December 2022** and will be available **ONLINE ONLY** on:

- SANBI website www.sanbi.org (click on "Opportunities")
- CIDB Website
- National e-Tender Publication Portal

No site briefing session or site inspection will be held.

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

Department: Supply Chain Management
Email: sanbi.tenders@sanbi.org.za
Cc: mario.burger@deltabec.com and A.Hendricks@sanbi.org.za
Cut-off date for enquiries: **27 January 2023 at 12:00**

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

SANBI Representative (Technical Queries Only)	Mr Mario Burger Delta Built Environment Consultants (Pty) Ltd mario.burger@deltabec.com
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of tenders is **11:00** on **03 February 2023**.

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

PART T: THE TENDER

Part T1: Tendering Procedures

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI: G443/2022

T1.2 Tender Data

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

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

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

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

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

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Clause number	Tender Data
	C2.1 - Pricing Instructions C2.2 - Bill of Quantities Part C3: Scope of Works C3.1 - Description of the works C3.2 - Construction Part C4: Site Information C4.1 - Site location Annexures Annexure A – Health and Safety Specification
C.1.4	The employer's agent is: Delta Built Environment Consultants (Pty) Ltd Contact Person: Mr Mario Burger Tel: 012 368 1850 / 082 966 5667 Fax: 012 348 4738 E-mail: mario.burger@deltabec.com
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further. (a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3 GB class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 2 GB 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 3GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (b) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of clause C.3.8.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list
C.2.8	Request clarifications at least 7 working days before the closing time.

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Clause number	Tender Data
C.2.12	Main tender offers are required to be submitted together with alternative tenders. If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: • Original: one (1) original document marked "Original" including Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantity; and • Memory Stick: one (1) document pack without any pricing 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 the envelope, and a document pack without pricing on a memory stick will lead to your bid being disqualified. (Please put them in one envelope) INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE MEMORY STICK WILL LEAD TO THE BID BEING DISQUALIFIED. The original document and the memory stick will be placed in one envelope and on the envelope sealed 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"
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

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Clause number	Tender Data
C.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender box: Biodiversity Centre Physical address: Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria Identification details: Tender number: SANBI: G443/2022 Title of Tender: Request for tender for the appointment of a contractor for the fire damaged laboratories and ancillary repair work for the SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is 90 days .
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (1) withdraws his tender; (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Tender Documents will not be returned to bidders
C.2.23	The tenderer is required to submit with his tender following (failure to provide below documentation will result in the tender being rejected): 1) A copy of the Central Suppliers Database (CSD) registration report or registration number. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) 3) 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. 4) A valid certified copy or original Broad-Based Black Economic Empowerment (B-BBEE) Status Level 1 certificate. Note that for this Tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) a Tenderer having a B-BBEE Status Level of Contributor Level 1. • Certificates • Include in the Tender submission or provide the Employer with any certificates as stated in the Tender Data. • 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. • In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."

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Clause number	Tender Data
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.4.1	The tenders will not be opened in public
C.3.5.1	Follow procedure as described in clause C.2.13.7
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in Annexure A .
C.3.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: 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 person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process (refer to SBD 4 – T2.10.10); d) 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); e) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA); f) 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. g) A valid certified copy or original Broad-Based Black Economic Empowerment (B-BBEE) Status Level 1 certificate. Note that for this tender, the following pre-qualification criterion for preferential procurement will be applied: Section 4(1) a Tenderer having a B-BBEE status level of contributor Level 1.

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

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1 Stage 1: Eligibility and Administrative compliance

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

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

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

2 Stage 2: Functionality

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

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

Scoring quality

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

FUNCTIONALITY CRITERIA										
ID	CRITERIA	POINTS								
1	Implementation method and project plan or programme • Method to be followed in delivering this project • Weekly plan/programme with milestones	25 (15) (10)								
2	Contractor's Experience • Three relevant reference letters regarding work of similar scope and scale completed in last five years (with specific reference to repair, maintenance, and alteration work) in the Western Cape	40								
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters or more</td><td>15</td></tr></table>	Sub-Criteria	Points	One relevant reference letter	5	Two relevant reference letters	10	Three relevant reference letters or more	15	(15)
	Sub-Criteria	Points								
	One relevant reference letter	5								
	Two relevant reference letters	10								
Three relevant reference letters or more	15									

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	List of at least five other relevant similar projects with telephonic references and indicating value of works completed in the last five years in the Western Cape													
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant Project</td><td>5</td></tr><tr><td>Two relevant Projects</td><td>10</td></tr><tr><td>Three relevant Projects</td><td>15</td></tr><tr><td>Four relevant Projects</td><td>20</td></tr><tr><td>Five relevant Projects</td><td>25</td></tr></table>	Sub-Criteria	Points	One relevant Project	5	Two relevant Projects	10	Three relevant Projects	15	Four relevant Projects	20	Five relevant Projects	25	(25)
Sub-Criteria	Points													
One relevant Project	5													
Two relevant Projects	10													
Three relevant Projects	15													
Four relevant Projects	20													
Five relevant Projects	25													

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

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3	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
4	Above acceptable - response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
5	Excellent - response / answer / solution provides confidence that the tenderer will add real value to the project.

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

3 Stage 3: Tender Price and Preference

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

3.1 Correction of arithmetical errors

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

3.2 Calculation of score for Tender Price

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

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

Where:

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

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

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

P_t = Tender Price of the tender under consideration

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

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

3.3 Calculation of Preference points

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

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

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

Eligibility for preference points is subject to the following conditions:

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

3.4 Financial and Preference

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

$$NT = NF + NP$$

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

NP = Score for Preference

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

Annexure C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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 points claim form in terms of the Preferential Procurement Regulations (T2.1.06)	6 Pages	■ Yes □ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	■ Yes □ No
Estimated Monthly Expenditure (T2.1.08)	1 Page	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Bidders Disclosure (T2.1.10)	2 Pages	■ Yes □ No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	■ Yes □ No
Proof of registration with Construction Industry Development Board (T2.1.12)	1 Page	■ Yes □ No
Copy of CSD Registration Certificate (T2.1.14)	1 Page	■ Yes □ No

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

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

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".

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 points claim form in terms of the Preferential Procurement Regulations 2017	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.09	Site Inspection Certificate	
T2.1.10	Bidders Disclosure	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board (T2.1.12)	
T2.1.13	Original Valid Tax Clearance Certificate	
T2.1.14	CSD Registration Certificate	
T2.1.15	Financial Reference	
T2.1.16	Record of Addenda to Tender Documents	
T2.1.17	Compulsory Enterprise Questionnaire	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.22	Proof of Liability Insurance	

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B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

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

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 T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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 (%)

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
Contract: **SANBI G443/2022**

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)*

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
Contract: **SANBI G443/2022**

*Mr/Mrs/Ms:

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

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

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

Physical address:.....

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

	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

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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:	
------------------------------	--

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

- 1.1. **Provide full particulars of:**

Machinery	Equipment	Workshops

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**2.1. Current projects:**

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

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

2.2. Previous projects:

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

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

T2.1.06: PREFERENCE POINT SYSTEM

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

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

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

1. GENERAL CONDITIONS

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

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

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

or

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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

[illegible]

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
Contract: **SANBI G443/2022**

Contract: **SANBI G443/2022**

[illegible]

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

T2.1.08: ESTIMATED MONTHLY EXPENDITURE

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

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

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

T2.1.10: Bidders Disclosure

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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:

T2.1.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

T2.1.15: FINANCIAL REFERENCES

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

Notes to tenderer:

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

Details of Company's Bank

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

T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

T2.1.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: PSIRA registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary.

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

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

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

Signed: Date:

Name: Position:

Enterprise name:

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

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

T2.1.22: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Electrical cables	90 %
Roof covering with pitch not exceeding 25 degrees	100 %
460mm Girth ridge capping	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 is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

Annex C

Local Content Declaration - Summary Schedule

100%

Date: _____

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town
Contract: **SANBI G443/2022**

ANNEXURE D

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: _____

The appointment of a contractor for the fire damaged laboratories and ancillary repair work in the Kirstenbosch Research Centre at the Kirstenbosch National Botanical Garden, Cape Town

South African National Biodiversity Institute

Paid _____ R/L _____ GBP _____

Note: VAT to be excluded from all calculations

A. Exempted imported content

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

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			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					R. O.

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

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

ANNEXURE E

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:**

The appointment of a contractor for the fire damaged laboratories and ancillary repair work in the Kirstenbosch Research Centre at the Kirstenbosch National Botanical Garden, Cape Town

South African National Biodiversity Institute

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)		

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

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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".

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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 FIRE DAMAGES REPAIRS FOR ROOF REPLACEMENT AND ANCILLARY REPAIR WORK TO KIRSTENBOSCH RESEARCH CENTRE (KRC) BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rand;

R (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer:**

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

Name &
signature of Date

witness

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
Employer:**

.....

.....

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

Name &
signature of
witness

Date

Schedule of Deviations

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

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

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

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

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 C1: Agreement and Contract Data

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C1.2 Contract Data

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

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

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

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

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

Employer Addendum Code 2101-EC

For information purposes only. To be signed on appointment.

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

TABLE OF CONTENTS

Section No.	Description
1.0	CONTRACTING AND OTHER PARTIES
2.0	CONTRACT AND SITE INFORMATION
3.0	INSURANCES AND SECURITIES
4.0	PRACTICAL COMPLETION DATES AND PENALTIES
5.0	DOCUMENTS AND GENERAL
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT
7.0	DECLARATION BY THE PRINCIPAL AGENT

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 [1.2]	Employer:	South African National Biodiversity Institute	
	Postal Address:	Private Bag X101, Silverton, Gauteng	Code: 0184
	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	Code: 0184
	Tel no.:	012 843 5000	Fax no.: 012 843 5205
	VAT no.		
	E-mail:		
1.2 [5.1]	Principal Agent:	Delta Built Environment Consultants (Pty) Ltd.	Person: Mr Mario Burger
	Postal Address:	P.O. Box 35703, Menlo Park, Gauteng	Code: 0102
	Tel no.:	012 368 1850	Fax no.: 012 348 4738
	E-mail:	mario.burger@deltabec.com	
1.2 [5.2]	Agent (1):	Delta Built Environment Consultants (Pty) Ltd.	Person: Malcolm Grift
	Agent's Service:	Electrical Engineer	
	Postal Address:	P.O. Box 35703, Menlo Park, Gauteng	Code: 0102
	Tel no.:	012 368 1850	Fax no.: 012 348 4738
	E-mail:	Malcolm.grift@deltabec.com	
1.3 [5.2]	Agent (2):	Delta Built Environment Consultants (Pty) Ltd.	Person: Jabu Mhlanga
	Agent's Service:	Mechanical Engineer	
	Postal Address:	P.O. Box 35703, Menlo Park, Gauteng	Code: 0102
	Tel no.:	012 368 1850	Fax no.: 012 348 4738
	E-mail:	jabu.mhlanga@deltabec.com	
1.4 [5.2]	Agent (3):		Person:
	Agent's Service:		
	Postal Address:		Code:
	Tel no.:		Fax no.:
	E-mail:		
1.5	Agent (4):		Person:

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

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

No

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

2.0 CONTRACT AND SITE INFORMATION

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

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

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2.12 [16.8]	Protection of existing trees and shrubs is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)	No
----------------	---	------------	-----------

3.0 INSURANCE AND SECURITIES

3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	Contract Sum Plus 20%
	With a deductible of:	(Amount)	R20 000
3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	Contractor
	For the sum of:	(Amount)	R5 000 000 per claim
	With a deductible of:	(Amount)	R20 000
3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	N/A
	Type:	N/A	
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A

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

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 [24.3.1], [30.1-36]	For the works as a whole: The date for practical completion and the penalty per calendar day is:	3 months after date of site handover	R1 000-00 per calendar day (Excl. VAT)

Or

4.2 [24.3.1], [28.1]	For the works in sections : The date for practical completion and the penalty per calendar day is:
----------------------------	--

	Date	Penalty Amount
Section 1	N/A	R
Section 2	N/A	R
Section 3	N/A	R
Section 4	N/A	R

5.0 DOCUMENTS AND GENERAL

5.1 [3.7]	Construction document copies to be supplied to the contractor free of charge.	(No. of copies)	3
--------------	--	-----------------	----------

5.2 [3.9]	The priced document may be used as a specification of materials and goods and work methods.	(Yes / No)	Yes
--------------	---	------------	------------

5.3 [3.10]	The contractor shall provide a schedule of rates.	(Yes / No)	No	(Addendum No.)	Refer to Bill of Quantities
---------------	--	------------	-----------	----------------	------------------------------------

5.4 [3.11]	Changes made to JBCC standard documents.	(Yes / No)	Yes	(Addendum No.)	Refer to Point 6 below
---------------	---	------------	------------	----------------	-------------------------------

5.5 [15.1.1]	On acceptance of the tender the priced document is to be submitted within the stated working days .	(No. of days)	Priced document to be submitted with Tender
-----------------	---	---------------	--

5.6 [22.2]	Work to be undertaken by direct contractors .	(Yes / No)	No	(Addendum No.)	N/A
---------------	--	------------	-----------	----------------	------------

5.7 [24.9]	On achievement of practical completion the contractor is to hand over all certificates and manuals etc. related to the works.
---------------	--

5.8 [31.1]	Interim payment certificate to be issued by:	(Date of Month)	25th
---------------	---	-----------------	------------------------

5.8 [4.1]	The following items of works shall be designed by the Contractor:
--------------	---

(1)	Timber trusses certification	(2)	Mechanical equipment guarantee(s)
(3)	Electrical COC's	(4)	Roof sheeting guarantee
(5)		(6)	

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

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

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

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

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

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

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

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

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

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

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

6.6 *Add the following clause:*
[9.3]

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

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

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

6.8 *Add the following clause:*
[11.2]

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

6.9 *Add the following clause:*
[11.3]

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

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

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

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

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

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

Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.31 *Replace the clause with the following:*
[31.12]

Where a **payment certificate** reflects an amount in favour of the **Employer**, the **Contractor** shall pay the amount certified within twenty-one (21) **calendar days** of the date of issue of the **payment certificate**. Where such an amount has not been paid, the **Contractor** shall be liable for default interest and the **Principal Agent** shall include such an amount in the **recovery statement** in terms of [33.0]. Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due. The **Principal Agent** shall calculate such interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.32 *Replace the clause with the following:*
[34.1]

The **Contractor** shall cooperate with and assist the **Principal Agent** in the preparation of the **final account** by timeously providing all relevant documents on request. The **Principal Agent** shall issue the final account to the **Contractor** within one hundred and twenty (120) **working days**.

6.33 *Add the following clause:*
[34.2]

The **Principal Agent** shall allow the **Employer** twenty (20) **working days**, within the period provided in [34.1] to accept the **final account** before presentation to the **Contractor** in terms of [34.3]

6.34 *Add the following:*
[34.5]

The final payment certificate shall be issued by the **Employer**.

6.35 *Replace the clause with the following:*
[34.9]

The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.

6.36 *The Employer shall pay to the Contractor the amount certified for payment in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the Contractor giving the Employer a tax invoice for the amount due.*
[34.10]

6.37 *Replace the last sentence with:*
[34.12]

Such interest shall be calculated at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.38 *Replace the clause with the following:*
[36.1]

The **Employer** may, without prejudice of any other rights available to him, cancel this **agreement** where the **Contractor**:

6.39 *Replace the clause with the following:*
[36.2]

Where the **Contractor** is in default, the **Employer** may notify the **Contractor**, either directly or through the **Principal Agent**, of his default and of the **Employer's** intention to cancel this **agreement** in terms of [36.1], should the default not be remedied.

6.40 *Replace the clause with the following:*
[37.2]

Where the **Employer** considers cancelling this **agreement** in terms of [37.1] the **Employer** shall notify the **Contractor** of the **Employer's** intention to cancel this **agreement**.

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6.41 *Add the following clause:*
[39.2]

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

6.42 *Add the following clause:*
[39.2.1]

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

6.43 *Add the following clause:*
[39.2.2]

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

6.43 *Add the following clause:*
[39.2.3]

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

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

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

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

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

8.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....
Principal Agent

.....
Date

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

Contractor Addendum Code 2101-CE

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

TABLE OF CONTENTS

Section No.	Description
1.0	CONTRACTING PARTY
2.0	SECURITIES
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1
[1.2]

Contractor:

Postal Address:

Code:

Physical Address:

Code:

E-mail:

Tel no.:

Fax no.:

VAT no.:

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1
[14.3]

Variable Construction Guarantee

(Yes / No)

2.1.2
[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

2.1.3
[14.5]

Advanced Payment is required. Where "Yes"

Amount

N/A

2.1.4
[14.5]

An Advance Payment Guarantee to be provided

(Yes / No)

No

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 Payment of preliminaries

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

3.1.1 Option A

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

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

All inclusive of **tax**.

3.1.2 Option B

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

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

All inclusive of **tax**.

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

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

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

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

3.2 Adjustment of preliminaries

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

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

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

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

All inclusive of **tax**.

3.2.1 Option A

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

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

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

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

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

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

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

All inclusive of **tax**.

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

3.2.2 Option B

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

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

3.2.3 Payment certificate cash flow

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

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

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

5.0 THE TENDER

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

5.8 TENDER SUM COMPILATION

Amount

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

R

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

R

5.8.3 **SUB TOTAL**

R

5.8.4 *Add tax* on 5.8.3

R

5.8.5 **TOTAL TENDER SUM inclusive of tax**

R

5.8.6 Tender Sum in words

Thus done and signed at on

.....
Name of Signatory

.....
Capacity of Authorised Signatory

.....
As witness

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

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C1.3 Form of Construction Guarantee (Pro Forma)

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

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

1. With reference to the contract between (hereinafter referred to as the “**Contractor**”) and the **South African National Biodiversity Institute** (hereinafter referred to as the “**Employer**”), **Contract/Tender No: SANBI G443/2022 request for the appointment of a contractor for the fire damaged laboratories and ancillary repair work for the SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town** (hereinafter referred to as the “contract”) in the amount of

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

I / We,

in my/our Capacity as and hereby
representing

(hereinafter referred to as the “**Guarantor**”) advise that the **Guarantor** holds at the **Employer’s** disposal the sum of R....., (insert amount in figures)
..... (insert amount in words)
being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

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

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

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

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

AS WITNESS

1.

2.

.....
By and on behalf of

.....
.....

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

Name:

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

Date:

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

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".

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

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

5. With reference to the contract between (hereinafter referred to as the **"Contractor"**) and the **South African National Biodiversity Institute** (hereinafter referred to as the **"Employer"**), **Contract/Tender No: SANBI G443/2022 request for the appointment of a contractor for the fire damaged laboratories and ancillary repair work for the SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town** (hereinafter referred to as the **"contract"**) in the amount of

R(insert amount),

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

I / We,

in my/our Capacity as and hereby
representing

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

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

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

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

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

AS WITNESS

1.

2.

.....
By and on behalf of

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

Name:

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

Date:

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

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE
SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)**

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

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

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

I,, representing

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

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

COID ACT Registration Number:

Or Compensation Insurer: Policy No.:

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

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

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

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

Signed at this day of 20

.....
WITNESS

.....
MANDATARY

Signed at this day of 20

.....
WITNESS

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

PART C: THE CONTRACT
Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

Page

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C2.2	Bill of Quantities	104

PART C: THE CONTRACT

Part C2: Pricing Instruction and Bill of Quantities

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C2.1 Pricing Instructions

1. GENERAL INFORMATION

a. Bills of Quantities

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

b. Value Added Tax

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

c. Fixed Price Contract

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

2. PRICING INFORMATION

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

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

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

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

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

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

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

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The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

contractor's risk.

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

PART C: THE CONTRACT
Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C2.2 Bill of Quantities

Item No		Quantity	Rate	Amount
	<u>SECTION 1: PRELIMINARY AND GENERAL</u> <u>BILL NO 1</u> <u>PRELIMINARIES AND GENERAL</u> These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents The JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"			
	Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General		R	

	<u>PREAMBLES FOR TRADES</u> The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles <u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T) <u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u> <u>Definitions</u> 1 Clause 1.0 - Definitions and interpretation F:.....V:.....T:..... <u>Objective and preparations</u> 2 Clause 2.0 - Offer acceptance and performance obligations F:.....V:.....T:..... Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General			
		Item		
		Item		
			R	

DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00

3	Clause 3.0 - Documents F:.....V:.....T:.....	Item			
4	Clause 4.0 - Design responsibility F:.....V:.....T:.....	Item			
5	Clause 5.0 - Employer's agents F:.....V:.....T:.....	Item			
6	Clause 6.0 - Contractor's site representative F:.....V:.....T:.....	Item			
7	Clause 7.0 - Compliance with laws and regulations F:.....V:.....T:.....	Item			
8	Clause 8.0 - Works risk F:.....V:.....T:.....	Item			
9	Clause 9.0 - Indemnities F:.....V:.....T:.....	Item			
10	Clause 10.0 - General insurances F:.....V:.....T:.....	Item			
11	Clause 11.0 - Special insurances F:.....V:.....T:.....	Item			
Carried to Collection			R		
Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General					

DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00

12	Clause 12.0 - Effecting insurances F:.....V:.....T:.....	Item			
13	Clause 13.0 - Assignment F:.....V:.....T:.....	Item			
14	Clause 14.0 - Security F:.....V:.....T:..... <u>Execution</u>	Item			
15	Clause 15.0 - Preparation for and execution of the works F:.....V:.....T:.....	Item			
16	Clause 16.0 - Site and access Clause 16.7 - <i>Known services</i> Clause 16.8 - <i>Protection of trees, shrubs and vegetation within compliance of the World Heritage Conservation Act, 1999 (Act 49 of 1999)</i> F:.....V:.....T:.....	Item			
17	Clause 17.0 - Contract instructions F:.....V:.....T:.....	Item			
18	Clause 18.0 - Setting out of the works The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F:.....V:.....T:.....	Item			
Carried to Collection			R		
Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General					

DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
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19	Clause 19.0 - Temporary works and plant Subclause 19.1.1 - <i>Enclosure of the works</i> Subclause 19.1.2 - <i>Office accommodation</i> Clause 19.2 - <i>Notice boards- Project Board</i> Clause 19.3 - Hoarding and barricading of areas and structures as specified by the Principal Agent F:.....V:.....T:.....	Item			
20	Clause 20.0 - Nominated subcontractors F:.....V:.....T:.....	Item			
21	Clause 21.0 - Selected subcontractors F:.....V:.....T:.....	Item			
22	Clause 22.0 - Employer's direct contractors F:.....V:.....T:.....	Item			
23	Clause 23.0 - Contractor's domestic subcontractors F:.....V:.....T:.....	Item			
	<u>Completion</u>				
24	Clause 24.0 - Practical completion The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained F:.....V:.....T:.....	Item			
Carried to Collection			R		
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25	Clause 25.0 - Works completion F:.....V:.....T:.....	Item			
26	Clause 26.0 - Final completion F:.....V:.....T:.....	Item			
27	Clause 27.0 - Latent defects liability period F:.....V:.....T:.....	Item			
28	Clause 28.0 - Sectional completion F:.....V:.....T:.....	Item			
29	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:.....V:.....T:.....	Item			
30	Clause 30.0 - Penalty for late or non-completion F:.....V:.....T:.....	Item			
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	<u>Payment</u> 31 Clause 31.0 - Interim payment The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.4 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved guarantee issued by a registered commercial bank. Clause 31.6.5 is therefore not applicable. Materials and goods stored off site shall not be included in the amount authorised for payment. F:.....V:.....T:..... 32 Clause 32.0 - Adjustment to the contract value All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor. Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, it shall be in writing. F:.....V:.....T:..... 33 Clause 33.0 - Recovery of expense and loss F:.....V:.....T:..... 34 Clause 34.0 - Final account and final payment F:.....V:.....T:..... Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General	Item Item Item Item		
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35	Clause 35.0 - Payment to other parties F:.....V:.....T:..... <u>Termination</u>	Item			
36	Clause 36.0 - Termination by employer - contractor's default F:.....V:.....T:.....	Item			
37	Clause 37.0 - Termination by employer - loss and damage F:.....V:.....T:.....	Item			
38	Clause 38.0 - Termination by contractor - employer's default F:.....V:.....T:.....	Item			
39	Clause 39.0 - Termination - cessation of the works F:.....V:.....T:..... <u>Dispute</u>	Item			
40	Clause 40.0 - Settlement of disputes F:.....V:.....T:..... <u>Contract agreement</u>	Item			
41	Clause 41.0 - Post tender provisions F:.....V:.....T:..... The required post tender information shall be inserted in the post tender provisions after consultation with the contractor	Item			
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42	Clause 42.0 - Contractual agreement F:.....V:.....T:..... The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties <u>SECTION B - PRELIMINARIES</u> <u>Definitions and interpretation</u>	Item			
43	Clause 1.0 - Definitions and interpretation F:.....V:.....T:..... <u>Documents</u>	Item			
44	Clause 2.1 - Checking of documents F:.....V:.....T:.....	Item			
45	Clause 2.2 - Provisional bills of quantities Provisional amounts are stated in the relevant Bills. F:.....V:.....T:.....	Item			
46	Clause 2.3 - Availability of construction documentation The budgetary allowances and Selected or Nominated Subcontract allocations for subsequent trades included in this document will be separately procured, based on multiple procurement of Selected or Nominated Subcontractors during the construction period F:.....V:.....T:.....	Item			
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	<u>Previous work and adjoining properties</u>				
47	Clause 3.1 - Previous work - dimensional accuracy F:.....V:.....T:.....	N/A			
48	Clause 3.2 - Previous work - defects F:.....V:.....T:.....	N/A			
49	Clause 3.3 - Inspection of adjoining properties F:.....V:.....T:.....	N/A			
	<u>Samples, shop drawings and manufacturer's instructions</u>				
50	Clause 4.1 - Samples of materials F:.....V:.....T:.....	Item			
51	Clause 4.2 - Workmanship samples F:.....V:.....T:.....	Item			
52	Clause 4.3 - Shop drawings F:.....V:.....T:.....	Item			
53	Clause 4.4 - Compliance with manufacturer's instructions F:.....V:.....T:.....	Item			
	<u>Deposits and fees</u>				
54	Clause 5.1 - Deposits and fees F:.....V:.....T:.....	N/A			
	Carried to Collection			R	
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	<u>Temporary services</u>				
55	Clause 6.1 - Water F:.....V:.....T:.....	Item			
56	Clause 6.2 - Electricity F:.....V:.....T:.....	Item			
57	Clause 6.3 - Telecommunication facilities F:.....V:.....T:.....	Item			
58	Clause 6.4 - Ablution facilities F:.....V:.....T:.....	Item			
	<u>Prime cost amounts</u>				
59	Clause 7.1 - Responsibility for prime cost amounts F:.....V:.....T:.....	Item			
	<u>Special attendance on n/s subcontractors</u>				
60	Clause 8.1 - Special attendance F:.....V:.....T:.....	Item			
	<u>General</u>				
61	Clause 9.1 - Protection of the works F:.....V:.....T:.....	Item			
62	Clause 9.2 - Protection/isolation of existing/sectionally occupied works F:.....V:.....T:.....	Item			
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63	Clause 9.3 - Security of the works F:.....V:.....T:.....	Item			
64	Clause 9.4 - Notice before covering work F:.....V:.....T:.....	Item			
65	Clause 9.5 - Disturbance F:.....V:.....T:.....	Item			
66	Clause 9.6 - Environmental disturbance F:.....V:.....T:.....	Item			
67	Clause 9.7 - Works cleaning and clearing F:.....V:.....T:.....	Item			
68	Clause 9.8 - Vermin F:.....V:.....T:.....	Item			
69	Clause 9.9 - Overhand work F:.....V:.....T:.....	Item			
<u>Schedule of variables</u> Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract 10.1 - Provisional bills of quantities [clause 2.2] Yes The quantities are provisional only where stated No					
Carried to Collection			R		
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10.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete No 10.3 - Previous work - dimensional accuracy [clause 3.1] 10.4 - Previous work - defects [clause 3.2] 10.5 - Inspection of adjoining properties [clause 3.3] 10.6 - Water [clause 7.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered) No 10.7 - Electricity [clause 7.3] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered) No 10.8 - Telecommunications [clause 7.4] Telephone Yes Facsimile Yes E-mail Yes 10.9 - Ablution facilities [clause 7.5] Option A (by contractor) Yes Option B (by employer) No 10.10 - Protection of the works [clause 9.1] 10.11 - Protection/isolation of existing/sectionally occupied works [clause 9.2] Protection/isolation is require Yes 10.12 - Disturbance [clause 9.5]			
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	10.13 - Environmental disturbance [clause 9.6] <u>SECTION C - SPECIFIC PRELIMINARIES</u> <u>COVID-19</u> 70 Hazard identification and risk assessment specific to the COVI-19 Epidemic and other adjustments to ensure compliance for the assignment: F:.....V:.....T:..... <u>WARRANTIES FOR MATERIAL AND WORKMANSHIP</u> 71 Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor F:.....V:.....T:.....	Item		
	Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General	Item	R	

	<u>CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT</u> 72 It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors F:.....V:.....T:..... <u>TRADE NAMES</u> 73 Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for. F:.....V:.....T:..... Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General	Item		
		Item	R	

74	<u>METHOD OF PROCEDURE</u> Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Contract Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the Principal Agent and to the Contractor's cost. F:.....V:.....T:..... <u>SUMMARY OF CATEGORIES</u> Category : Fixed R..... Category : Value R..... Category : Time R..... Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries and General	Item		
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Item No		Quantity	Rate	Amount
	<u>SECTION NO 2: BUILDERS WORK</u> <u>BILL NO 1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>View site</u> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained <u>Old materials to become the property of the contractor</u> Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor <u>Old materials to be carted away</u> Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc must be regularly carted from the site and not be allowed to accumulate on or around the site			
	Carried to Collection Section No. 2 BUILDERSWORK Bill No. 1 Alterations		R	

	<u>Alterations</u> In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building. The Contractor shall ensure the stability of all structures during alteration work Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the principal agent if any disconnection or alterations become necessary The Contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work Items described as "removed", "removal", "removing", etc shall include for removal from its original position on the premises and carting away from the site and disposal at the contractor's cost Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover and protected from damage until required for re-use. Any damage caused to such materials during removal, storage or re fixing shall be made good at the Contractor's expense Descriptions for removal of brickwork, concrete, partitions, etc shall include all finishes to such items <u>Disposal of debris</u> The Contractor shall be responsible for the removal from the site and disposal of all materials, debris and rubbish resulting from the alterations <u>Cleaning and making good existing surfaces</u> The Contractor shall clean and remove all projections, glue marks, etc to existing work where walls, ceilings, floor coverings, doors, frames, etc have been removed Carried to Collection Section No. 2 BUILDERSWORK Bill No. 1 Alterations			
			R	

<u>General</u> The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing <u>REMOVAL OF EXISTING WORK</u> <u>Taking out and removing doors, windows, frames etc from brickwork to be demolished</u>					
1	1500 x 3000mm Long counter tops	No	3		
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc to be demolished</u>					
2	Single storey building with double pitched roof 32.4m x 7.5m on plan, comprising of timber trusses to various sizes, purlins, battens, etc.	No	1		
3	0.53mm Thick AZ200 roof covering	m2	350		
4	Suspended ceilings, re-fix ceiling brackets and prepare surface for new ceiling boards	m2	126		
<u>Taking up and removing vinyl floor coverings, carpeting, tiling, timber flooring etc and preparing screeds for new flooring</u>					
5	Vinyl flooring	m2	97		
6	Carpets	m2	43		
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Taking out and removing sanitary fittings including disconnecting piping from fittings and preparing floor and wall finishes for new fittings (new fittings elsewhere)

7	Basin
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No

1

Sanding down and preparing surfaces for new paint

8	Walls in patches
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m2

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Section No. 2
BUILDERSWORK
Bill No. 1
Alterations

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	<u>SECTION NO 2: BUILDERS WORK</u>			
	<u>BILL NO 2</u>			
	<u>ROOF COVERINGS ETC</u>			
	<u>PREAMBLES</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Straight cutting</u>			
	Descriptions of all roof coverings are deemed to include for all straight cutting			
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
	<u>0.6mm Thick AZ200 Cororplus ultima (colour: rain forest/ cool grey) roof sheeting fixed to steel purlins</u>			
1	Roof covering not exceeding 25 degrees	m2	350	
2	Ridge capping 580mm girth	m	35	
	<u>ROOF AND WALL INSULATION</u>			
	<u>"Approved" heavy industrial grade reinforced aluminium foil based Sisalation FR405 insulation</u>			
3	Insulation laid out taut over purlins (at approximately 1.1m centres and fixed concurrent with roof covering, including white plastic coated straining wires (Measured flat on plan)	m2	350	
	Carried Forward to Summary of Section No. 2		R	
	Section No. 2 BUILDERSWORK Bill No. 2 Roof Coverings, etc.			

Item No		Quantity	Rate	Amount
	<u>SECTION NO 2: BUILDERS WORK</u> <u>BILL NO 3</u> <u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere <u>Ceilings</u> Unless otherwise described ceilings shall be deemed to be horizontal <u>Openings</u> Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc in ceilings are to include for any necessary additional support, trimming around, etc <u>Steel components</u> All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121 <u>CEILINGS ETC</u> <u>SUSPENDED CEILINGS</u>			
	Carried to Collection		R	
	Section No. 2 BUILDERSWORK Bill No. 3 Ceilings, Partitions & Access Flooring			

	<u>Gyproc Gyprex white 600 x 600mm ceiling tile into the Gypframe/ down ceiling grid. Ceiling grid consisting of Gyproc/ Donn wall angle (SM25/M6) fixed to the perimeter wall using fixings at 300mm centres. Space Gypframe/ Donn main tees T38 FR at 1200mm centres. Suspend main tees using Gyproc pre-stretched galvanised hangar wire 2.5mm thick or Gyproc hangar strap 19mm at 1200mm centres. Gyproc pre-stretched galvanised hangar wire shall be put through the main tees hole and would wind 3 times around itself, 2 steel pop-rivets or one Gyproc wafer head tek screw 13mm shall be used to fix the hangar strap to the main tees web. install Gypframe/ Donn cross tees T38V/ T32V (1200 long) at 600mm centres to create a 1200mm x 600mm ceiling grid. install Gypframe/ Donn cross tees T38V/ T32 (600 long) into the 1200mm long cross tees to create a 600mm x 600mm grid. Main tee should be fixed to the wall using angle cleats, install isover 100mm thick aerolite non- combustible light weight glasswool thermal ceiling insulation, nominal density 12kg/m3</u>			
1	Ceilings suspended not exceeding 1m below timber trusses	m2	126	
	Section No. 2 BUILDERSWORK Bill No. 3 Ceilings, Partitions & Access Flooring		R	

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SECTION NO 2: BUILDERS WORK

BILL NO 4

FLOOR COVERINGS, PLASTIC LININGS, ETC

VINYL TILES

300 x 300 x 2.5mm Anti-static vinyl tiles (PC amount = R380/m2)

1	On Floors	m2	140
	<u>POLISH, SEALERS, ETC</u>		
2	2 coats wax polish on vinyl flooring	m2	140

POLISH, SEALERS, ETC

2	2 coats wax polish on vinyl flooring	m2	140
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Section No. 2
BUILDERSWORK
Bill No. 4
Floor Coverings

Item No		Quantity	Rate	Amount
	<u>SECTION NO 2: BUILDERS WORK</u> <u>BILL NO 5</u> <u>PAINTWORK</u> <u>PREAMBLES</u> For preambles see "Model Preambles for Trades" <u>SUPPLEMENTARY PREAMBLES</u> <u>DESCRIPTIONS</u> Descriptions of paintwork shall be deemed to include for all cutting in <u>PAINT SPECIFICATIONS</u> All painting shall be done in accordance with "Plascon" or other approved specifications unless otherwise described All painting shall be done in accordance strictly with "Plascon" specifications only and including a "Certificate of Compliance" Note: Surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a doser hygrometer (or equivalent) of BD 2 scale - 8% or less. <u>PAINT ON FLOATED PLASTER</u> <u>One coat primer and two coats solvent-free enamel paint</u>			
1	Internal walls	m2	291	
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Item No		Quantity	Rate	Amount	
	<u>SECTION NO 2: BUILDERS WORK</u>				
	<u>BILL NO 6</u>				
	<u>PROVISIONAL SUMS</u>				
	<u>COUNTER TOPS</u>				
1	Allow the amount of R 30 000.00 (Thirty thousand rand) for the supply and installation of counter tops to architect's specification.	Item		30,000.00	
2	Add for profit		%		
3	Add for Attendance		%		
	<u>WORK BENCHES</u>				
4	Allow the amount of R 10 000.00 (Ten thousand rand) for the supply and installation work benches to architect's specification.	Item		10,000.00	
5	Add for profit		%		
6	Add for Attendance		%		
	<u>WINDOW BLINDS</u>				
7	Allow the amount of R 20 000.00 (Twenty thousand rand) for the supply and installation of window blinds to architect's specification.	Item		20,000.00	
8	Add for profit		%		
9	Add for Attendance		%		
	Carried to Collection		R		
	Section No. 2 BUILDERSWORK Bill No. 6 Provisional Sums				

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	BUILDERSWORK				
	Bill No. 6				
	Provisional Sums				
	<u>COLLECTION</u>				
		Page No		Amount	
	Total Brought Forward from Page No.	29			
		30			
	Carried Forward to Summary of Section No. 2			R	
	Section No. 2				
	BUILDERSWORK				
	Bill No. 6				
	Provisional Sums				

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Item No		Quantity	Rate	Amount	
	<u>SECTION NO 3: ELECTRICAL WORK</u>				
	<u>BILL NO 1</u>				
	<u>LOW TENSION DISTRIBUTION</u>				
	<u>DISTRIBUTION BOARDS</u>				
	<u>Supply and install distribution boards by panel manufacturer, including design, shop drawing approvals, installation and testing. Complete with all switchgear, busbars, labels, etc. As per specifications and single line diagrams.</u>				
1	Distribution Board 100-way (80% equipped)	No	1		
	<u>CABLE DISTRIBUTION</u>				
	<u>Low voltage cable</u>				
	<u>600/1000V CU/PVC/SWA/PVC low voltage cables installed in trenches or on cable ladders in duct or ceiling void.</u>				
2	95 mm ² x 4 core	m	85		
3	70 mm ² x 4 core	m			Rate Only
4	50 mm ² x 4 core	m			Rate Only
5	35 mm ² x 4 core	m	85		
6	25 mm ² x 4 core	m			Rate Only
7	16 mm ² x 4 core	m	100		
8	10 mm ² x 4 core	m			Rate Only
9	10 mm ² x 3 core	m	100		
10	6 mm ² x 4 core	m			Rate Only
11	6 mm ² x 3 core	m			Rate Only
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	ELECTRICAL WORKS				
	Bill No. 1				
	Low Tension Distribution				

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12	4 mm ² x 4 core	m			Rate Only
13	4 mm ² x 3 core	m			Rate Only
<u>Cable terminations for CU/PVC/SWA/PVC cables including glands, lugs and connections</u>					
14	95 mm ² x 4 core	No	4		
15	70 mm ² x 4 core	No			Rate Only
16	50 mm ² x 4 core	No			Rate Only
17	35 mm ² x 4 core	No	4		
18	25 mm ² x 4 core	No			Rate Only
19	16 mm ² x 4 core	No	4		
20	10 mm ² x 4 core	No			Rate Only
21	10 mm ² x 3 core	No	4		
22	6 mm ² x 4 core	No			Rate Only
23	6 mm ² x 3 core	No			Rate Only
24	4 mm ² x 4 core	No			Rate Only
25	4 mm ² x 3 core	No			Rate Only
<u>Bare copper earth conductors strapped to cable installed in ground or ceiling void or wire way</u>					
26	95 mm ² Bare copper earth wire	m			Rate Only
27	70 mm ² Bare copper earth wire	m	85		
28	50 mm ² Bare copper earth wire	m			Rate Only
29	50 mm ² Bare copper earth wire	m	85		
30	25 mm ² Bare copper earth wire	m	50		
31	16 mm ² Bare copper earth wire	m	25		
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32	10 mm ² Bare copper earth wire	m	50			
33	6 mm ² Bare copper earth wire	m	50			
34	4 mm ² Bare copper earth wire	m				Rate Only
	<u>Cable ends for copper earth conductor including glands, lugs and connections</u>					
35	95 mm ² Bare copper earth wire	No				Rate Only
36	70 mm ² Bare copper earth wire	No	4			
37	50 mm ² Bare copper earth wire	No	50			
38	35 mm ² Bare copper earth wire	No	4			
39	25 mm ² Bare copper earth wire	No	2			
40	16 mm ² Bare copper earth wire	No	4			
41	10 mm ² Bare copper earth wire	No	4			
42	6 mm ² Bare copper earth wire	No	4			
43	4 mm ² Bare copper earth wire	No				Rate Only
Carried to Collection					R	
Section No. 3 ELECTRICAL WORKS Bill No. 1 Low Tension Distribution						

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SECTION NO 3: ELECTRICAL WORK

BILL NO 2

LIGHTING

WIRING CHANNELS

Note: The rates for wiring channels shall include for hangers, splices, jointing, drilling etc.

PVC INSULATED CONDUCTORS

PVC insulated conductors drawn into conduit or installed in wiring channels, including lugs and ends.

1	2.5 mm ²	m	990
2	4 mm ²	m	2,300
3	6 mm ²	m	920

Heat-resistant silicone wire drawn into conduit or installed in wiring channels, including lugs and ends.

4	2.5 mm ²	m	210
---	---------------------	---	-----

PVC INSULATED EARTH CONDUCTORS

Earth conductors drawn into conduit or installed in wiring channels, including lugs and ends.

5	2,5 mm ²	m	600
6	4 mm ²	m	1,150
7	6 mm ²	m	355

CABLE LADDER AND TRAYS

Carried to Collection

R

Section No. 3
ELECTRICAL WORKS
Bill No. 2
Lighting

DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
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	<u>Supply and install hot dipped galvanized steel cable ladders, trays and mesh below concrete soffit, in ceiling void or in duct including hangers, splices, etc. Complete, including all bends, reducers, tees, etc.</u>				
8	P8000 trunking	m	46		
	<u>SUNDRIES</u>				
9	Testing and commissioning of the electrical installation		Item		
10	Certificate of Compliance	No	1		
	<u>CONDUIT AND ACCESSORIES</u>				
	<u>PVC conduit including bending, jointing, short lengths, draw boxes, couplings, bends, saddles, hospital saddles and wastage conduit ends are to be allowed for in the conduit per meter rate.</u>				
11	25 mm	m	700		
12	32 mm	m	180		
	<u>PVC Boxes</u>				
	<u>PVC wall boxes placed and fixed in position in brick walls or chased in brickwork and installed against wiring channels excluding cover plates</u>				
13	50mm diameter round	No	25		
	<u>SOCKET OUTLETS FOR LIGHT FITTINGS</u>				
	<u>Socket outlets to be the installed Industrial type and mounted in galvanized round box on trunking</u>				
14	5A unswitched industrial sockets	m	24		
	<u>SWITCHES</u>				
	<u>Light switches, 16 A 230 V, connected to conductors including cradles and cover plates</u>				
15	16A One lever, one-way switch	No			Rate Only
	Carried to Collection			R	
	Section No. 3 ELECTRICAL WORKS Bill No. 2 Lighting				

**DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
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16	Pull switch	No	3
17	360°, IP20 Passive infra red vacancy/occupancy sensor, Schneider or similar	No	4
<u>LIGHT FITTINGS</u>			
<u>Light fittings complete with lamps lamps, and mounted as described.</u>			
18	Type F1: LED vapour-proof IP65 baton, 5500lm, 5000K, 55W	No	24
Carried to Collection			
Section No. 3 ELECTRICAL WORKS Bill No. 2 Lighting			

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SANBI KRC FIRE DAMAGE REPAIRS
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SECTION NO 3: ELECTRICAL WORK

BILL NO 3

POWER POINTS

SOCKET OUTLETS

Socket outlets are to be 230V 16A 3-pin switched socket outlets the Crabtree type, installed in 100 x 100 x 50 mm deep wall boxes or in power skirting or in floor boxes (measured elsewhere) including cover plates and connected to conductor ends.

1	16A 3-pin switched combination socket outlet, 1 x SANS 164-1 and 2 x SANS 164-2	No	43
---	---	----	----

ISOLATORS

Note: 230V isolators shall be connected to conductor ends, complete with cradle and cover plate and chrome screws and mounted in boxes (boxes measured elsewhere) The Crabtree or Klocknet Moeller type or similar. 400V isolators to be of the Matelec or Waco type or similar

2	63A DP IP65 rotary lockable isolators - surface mounted	No	5
---	---	----	---

3	63A TP IP65 rotary lockable Isolator - surface mounted	No	2
---	--	----	---

4	125A TP lockable Isolator - surface mounted	No
---	---	----

5	63A DP (recessed in wall) switched isolator	No	4
---	---	----	---

HANDOVER DOCUMENTATION

Allow for red-lined mark-ups of construction drawings for as-built purposes, as well as all test reports, shop drawings, factory acceptance tests, datasheets, training and other handover documentation as defined in the specifications.

6	Red-lined markups for as-built drawings		SUM
---	---	--	-----

Carried to Collection

Section No. 3
ELECTRICAL WORKS
Bill No. 3
Power Points

**DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00**

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**DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00**

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Item No	Quantity	Rate	Amount
<u>SECTION NO 3: ELECTRICAL WORK</u>			
<u>BILL NO 4</u>			
<u>PROVISIONAL SUMS</u>			
Note: All provisional sums cover supply of material and equipment and installation. Provisional sums are nett and do not include builder's discount (excluding settlement discount) and Value-Added Tax but the Tenderer may allow under "Profit" items any profit he considers necessary.			
1	Strip and make safe existing installation	Item	20,000.00
2	Add for profit	%	
3	Add for attendance	%	
4	Rewiring and recommissioning of growth room	Item	20,000.00
5	Add for profit	%	
6	Add for attendance	%	
Carried Forward to Summary of Section No. 3			R
Section No. 3 ELECTRICAL WORKS Bill No. 4 Provisional Sums			

Bill No	Section No. 3		Page No		Amount				
	ELECTRICAL WORKS								
	<u>SECTION SUMMARY - ELECTRICAL WORKS</u>								
	1	Low Tension Distribution					36		
	2	Lighting					40		
	3	Power Points					43		
	4	Provisional Sums					44		

Item No		Quantity	Rate	Amount	
	<u>SECTION NO 4: MECHANICAL WORK</u> <u>BILL NO 1</u> <u>AIR DUCT SYSTEM</u> <u>Fresh Air Supply (FAF01) - Main Lab</u> <u>Sheet metal ducting</u> <u>Straight ducting</u> The unit of measurement for ducting shall be the square metres of each type and category constructed and completed as shown on the drawings and as specified. The assignment of categories is per the SMACNA standard. The quality represents the total duct area/length for a particular type of ducting and category. The tendered rate should not allow for fitting extra-over, these are itemised separately. The tendered rates shall include full compensation for the installation of the ducting, including the supply of all materials, cutting, installing, jointing and brackets. <u>MALE AND FEMALE ABLUTION</u> <u>Straight ducting</u>				
1	Category 1 - (up to 750mm with semi perimeter < 1150mm) m2	10			
	Carried to Collection Section No. 4 MECHANICAL WORK Bill No. 1 Air Duct System		R		

DELTA BEC
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	<u>Duct fittings</u> The unit of measurement for ducting shall be the square metres of each type and category constructed and completed as shown on the drawings and as specified. The assignment of categories is per the SMACNA standard. The quantity represents the total number of fittings extra-over's for a particular type of ducting and category. The tendered rate is an extra-over and should include full compensation for additional labour, vanes, etc. relating to the particular fitting. <u>Bends</u>				
2	Ø250 - 90° No	1			
	<u>Transformations</u>				
3	300x300mm-150x150mm No	2			
	<u>Rectangular shoe branch</u>				
4	150x150mm-150x150mm No	2			
	<u>Stop ends</u>				
5	150x150mm No	1			
	<u>Spigot</u>				
6	200mm spigot No	1			
	<u>FRK duct insulation</u>				
7	25mm external duct insulation to replace damaged insulation on existing ducting. Rate to include removal of existing damaged duct insulation and installation of new insulation with the correct duct tape over joints. m2	10			
	<u>Lab D5 extraction</u>				
8	Remove existing diffuser, flex duct, and whirly bird roof ventilator. No	1			
	Carried to Collection			R	
	Section No. 4 MECHANICAL WORK Bill No. 1 Air Duct System				

DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00

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SECTION NO 4: MECHANICAL WORK

BILL NO 2

MECHANICAL EQUIPMENT

Lab D5 - 4 way Ceiling Cassette - Repair and reinstate

1	Test all electrical and communication cables associated with the installation
---	---

Item

2	Repair electrical and communication cables associated with the installation
---	---

Item

3 | Check for water damage

Item

4	Repair electronic components damaged by water exposure
---	--

SUM

5	Remove existing damaged refrigerant pipe insulation and replace with new
---	--

m

16

6	Replace damaged PVC condensate piping
---	---------------------------------------

m

4

7 Clean and service as per manufacturers
recommendations
Daikin Model Number: RY100LUV1

Item

Cold Room in Lab D5 - Remove existing unit with all accessories

8	Daikin mid-wall split type unit
---	---------------------------------

No

1

Room D15 - Mid-wall Split type unit repair and reinstate

9 | Check for water damage

Item

10	Repair electronic components damaged by water exposure
----	--

SUM

Carried to Collection

R

Section No. 4
MECHANICAL WORK
Bill No. 2
Mechanical Equipment

11	Clean and service as per manufacturers recommendations	Item			
	<u>Lab D5 - Condensing unit inside ceiling void</u>				
12	Relocate, test and commission condensing unit as per manufacturers requirements, including all necessary refrigerant, refrigerant piping, condensate piping, trunking, electrical connections, unit strut brackets, mounting accessories, refrigerant pan under unit etc., to ensure a fully functional system.	Item			
	<u>Cold Room in Lab D5 - New air conditioning unit Inverter split type air-conditioning unit system</u>				
	Inverter type, R410 refrigerant, to specification, tested and installed. Including all necessary refrigerant, refrigerant piping, condensate piping, trunking, electrical connections, control wiring, HARD WIRED REMOTE CONTROLLER, unit strut brackets, mounting accessories, outdoor unit, refrigerant pan under unit etc., to ensure a fully functioning system as per the standards and specification.				
	The quantity represents the total number of mechanical equipment items for a particular type, sub type and size.				
	The tendered rates for each item shall include full compensation for any costs, work or materials required to provide and install each piece of mechanical equipment, as specified and approved by the Engineer.				
13	3.2 kW (Nominal Capacity) indoor unit with external stainless steel drip pan, accessories and inclusive of 8.0m refrigerant piping between indoor and outdoor unit complete with condensing unit serving the indoor unit. Indoor units to be connected to a hard wired remote controller with appropriate trunking, which will be situated near the entrance door of the cold room.	No	1		
	Carried to Collection			R	
	Section No. 4 MECHANICAL WORK Bill No. 2 Mechanical Equipment				

14	<u>Lab D5 - Fume Extraction Cupboard remove existing</u> Demolish, and cart away existing damaged fume cabinet. <u>Lab D5 - New Fume Extraction Cupboard</u> Extraction PVC fan (configuration size to specific application - 380V, 3 phase electrical motor). PVC ducting, brackets and high speed vertical discharge cowl. Fan casing and impeller to be constructed of PVC. Motor to be separate from the airflow to allow the extraction of acidic/ corrosive vapours. Fan specification: TBC Ductwork, duct fittings and air terminals should be included on the overall item prices. Items below should not be priced separately by the contractor. All ductwork, duct fittings and air terminals should be manufactured from PVC material. <u>Ductwork</u>	Item		
15	Category 6 - (Round/Spiral Ducting < Ø400)	m2	5.88	
	<u>Transformations</u>			
16	Ø400mm-Ø254mm	No	1	
	<u>Centrifugal Fan - Roof mounted</u>			
17	Centrifugal Fan: Ø400, 550.3l/s @ 225.0Pa - 0.65kW	No	1	
	<u>Flow cabinet</u>			
18	Laminar flow cabinet to the following specification: External size:802x615x1575, Internal Size 800x600x540. Average of 0.3-0.5m/s, air speed adjustable. Work Table: 304 stainless steel, front window (Manual) 5mm toughened glass, anti-UV with a max of 490mm opening.			
	Carried to Collection		SUM	
			R	
	Section No. 4 MECHANICAL WORK Bill No. 2 Mechanical Equipment			

	Section No. 4				
	MECHANICAL WORK				
	Bill No. 2				
	Mechanical Equipment				
	<u>COLLECTION</u>				
		Page No		Amount	
	Total Brought Forward from Page No.	49			
		50			
		51			
	Carried Forward to Summary of Section No. 4			R	
	Section No. 4				
	MECHANICAL WORK				
	Bill No. 2				
	Mechanical Equipment				

Item No		Quantity	Rate	Amount
	<u>SECTION NO 4: MECHANICAL WORK</u>			
	<u>BILL NO 3</u>			
	<u>FIRE</u>			
	<u>FIRE DETECTION</u>			
1	Certification allowance: Certification of the system and components on completion including testing and commissioning of entire system	Item		
2	The supply and installation of NEW Smoke detector points including wiring, fittings, hangers, conduits, trunking and base	No	2	
3	The supply and installation of NEW PH 30 Fire rated wiring	m	20	
	<u>FIRE PROTECTION</u>			
	<u>Fire Extinguishers</u>			
4	4.5 kg Dry Chemical Powder extinguisher	No	2	
	<u>Wooden Backboard and Bracket</u>			
5	Supply and install wooden backboard anbracket	No	2	
	<u>Signage (E3,E1-E2, E4, E5-E6 & E13)</u>			
6	Emergency Escape Signage - E3 (Single sided)	No	2	
7	Fire fighting Equipment - E4 (Single sided)	No	2	
	Carried Forward to Summary of Section No. 4		R	
	Section No. 4 MECHANICAL WORK Bill No. 3 Fire			

**DELTA BEC
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REV00**

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DELTA BEC
SANBI KRC FIRE DAMAGE REPAIRS
REV00

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PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

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C3.3	MANAGEMENT	147

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C3.1. Description of the Works

C3.1.1 Employer's Objectives

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

C3.1.2 Overview of the Works

An electrical fire occurred in the ceiling void of the Leslie Hill Molecular Systematics Laboratory in the northern wing of the Kirstenbosch Research Centre (KRC) building. The main elements damaged by the fire include the ceilings, wooden roof trusses, galvanised roof sheeting, electrical reticulation, mechanical equipment, and specialist equipment installations. Various laboratory equipment also attained water damage during fire extinguishing.

C3.1.3 Extent of the Works

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

- Removal of existing roof sheeting
- Removal of existing roof trusses
- Removal of damaged existing electrical, mechanical services
- Removal of existing suspended ceilings
- Supply and install new timber roof trusses
- Supply and install new roof sheeting
- Removal of existing floor coverings
- Repair/replace damaged electrical, mechanical services
- Supply and Install new suspended ceilings
- Supply and install new floor covering
- Paintwork
- Supply and install new working tops & counters
- Electrical & mechanical work
- Supply and installation of specialized equipment

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

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

C3.1.4 Location of the Works

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



C3.1.5 Description of Site and Access

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

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

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

The garden is accessible via Rhodes drive, Newlands.

C3.1.6 Temporary Works

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

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
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Construction

C3.1.7 Construction Standards

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

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

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

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

C3.1.8 Plant and Materials

C3.1.8.1 Plant and Materials Supplied by the Employer

None

C3.1.8.2 Materials, Samples and Shop Drawings

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

C3.1.9 Construction Equipment

C3.1.9.1 Requirements for Equipment

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

C3.1.9.2 Equipment Provided by the Employer

None

C3.1.10 Existing Services

C3.1.10.1 Known Services

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

C3.1.10.2 Treatment of Existing Services

Contractor to use caution.

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

At main Contractor's discretion.

C3.1.10.4 Damage to Services

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

C3.1.11 Site Establishment

C3.1.11.1 Services and Facilities Provided by the Employer

None.

C3.1.11.2 Facilities Provided by the Contractor

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

C3.1.11.3 Storage

No requirements are specified.

C3.1.11.4 Other Facilities and Services

No requirements are specified.

C3.1.11.5 Vehicles and Equipment

No requirements are specified.

C3.1.11.6 Advertising Rights

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

C3.1.11.7 Notice Boards

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

C3.1.12 Site Usage

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

PART C: THE CONTRACT

Part C3: Scope of Work

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
CONTRACT NO:	SANBI G443/2022

C3.2. Management

C3.2.1 Planning and Programming

C3.2.1.1 General

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

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

The programme shall be produced by the contractor as follows:

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

C3.2.1.2 Submission of Programme

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

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

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".

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

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

C3.2.1.3 Default in submission of programs

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

C3.2.2 Health and Safety

C3.2.2.1 Health and Safety specification

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

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

South African National Biodiversity Institute

The appointment of a contractor for the fire damaged laboratories and ancillary repair work for SANBI in the Kirstenbosch Research Centre (KRC) at the Kirstenbosch National Botanical Garden, Cape Town

Contract: **SANBI G443/2022**

PART C: THE CONTRACT**Part C4: Site Information**

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
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C4.1 SITE INFORMATION

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PART C: THE CONTRACT

Part C4: Site Information

PROJECT TITLE:	THE APPOINTMENT OF A CONTRACTOR FOR THE FIRE DAMAGED LABORATORIES AND ANCILLARY REPAIR WORK FOR THE SANBI IN THE KIRSTENBOSCH RESEARCH CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN
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C4.1 Site Information

C4.1.1 Site Location

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



ANNEXURE A: HEALTH AND SAFETY SPECIFICATIONS

*All documents are considered uncontrolled unless this number is completed: **Controlled Copy No:**
SANBI PSPEC/1/W/2018*

SECTION 37(2) MEMORANDUM OF AGREEMENT

Between

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

(Hereinafter referred to as SANBI)

And

.....

Company registration number:

(Hereinafter referred to as **“the Contractor”**)

In terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and its regulations, henceforth referred to as the OHS Act, the provision of Section 37(1) of the same act apply to henceforth referred to as the contractor, in as far as, SANBI shall not be responsible or liable for the actions or inaction's whatsoever in contravention of the OHS Act taken by the employees of the contractor, in the fulfillment of the contract undertaken by the contractor.

As an **employer in your own right**, you, the contractor are obliged to comply with all the provisions of the OHS Act while on the premises of SANBI, you shall also be required to comply with the conditions and safety procedures of SANBI.

SANBI hereby reserves the right to cause all work undertaken by the contractor, that is in contravention of the OHS Act and that has come to the attention of SANBI to cease, until satisfied that such contravention has been rectified. Noncompliance to SANBI arrangements and procedures will adversely affect future contracts, while serious noncompliance may lead to immediate expulsion from the premises.

2. **REQUIREMENTS, ARRANGEMENTS AND PROCEDURES FOR CONTRACTORS**

*All documents are considered uncontrolled unless this number is completed: **Controlled Copy No:**
SANBI PSPEC/1/W/2018*

- 2.1 It is a condition of this contract that your employees, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and diseases Act 130 of 1993 as amended. A copy of good standing with the Compensation Commissioner shall be attached to the signed copy of this legal document. Furthermore, the contractor or sub-contractor certifies that such cover will not expire during the execution of the task nor will the contractor become in arrears with any payment due to the Commissioner or any other documentation required by the Commissioner.
- 2.2 The contractor furthermore agrees to the following health and safety rules of SANBI:
- 2.2.1 The contractor shall have available a copy of the OHS Act on request.
 - 2.2.2 Any contractor with more than five employees at any time on the premises shall have available a first aid box for prompt first aid.
 - 2.2.3 Any contractor with five or more employees shall have at least one competent and valid first aider on the premises at their workplace. Should there be fifty or more employees on the premises a further first aider for every fifty employees or part thereof shall be available.
 - 2.2.4 Any contractor with less than five employees on the premises shall ensure that such employees are made conversant with the first aider at their workplace.
 - 2.2.5 The contractor shall keep up to date and available for inspection all applicable legally required registers.
 - 2.2.6 The contractor shall make himself and his employees conversant with SANBI emergency and evacuation procedures.
 - 2.2.7 The contractor shall not misuse anything, which is supplied in the interest of health and safety.
 - 2.2.8 The contractor shall adhere to all SANBI safe working procedures.
 - 2.2.9 The contractor shall be subject to the health and safety and security rules of SANBI.
 - 2.2.10 No intoxicating drugs or liquor will be consumed on or brought onto the premises and no person under the influence or who appears to be under the influence will be permitted to come onto or remain on the premises or at a workplace.

3. INDEMNIFICATION

- 3.1 The contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises of SANBI and that the Contractor:

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SANBI PSPEC/1/W/2018*

- 3.1.1 Enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against SANBI, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of SANBI, its employees, agents and/or mandataries or other independent contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- 3.1.2 Hereby indemnifies SANBI, its employees, agents and/or mandataries against any claims from the Contractor's employees and/or from any other person, arising and being caused in the manner set out above.

4. ACCEPTANCE

- 4.1 I,the Contractor, do hereby declare that my company.....acknowledge having read and understood the conditions contained in this legal document and furthermore, our employees agree to abide by these conditions.

CONTRACTOR

DATE

SANBI PROJECT MANAGER

DATE

WITNESS 1

DATE

WITNESS 2

DATE

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HEALTH & SAFETY SPECIFICATIONS FOR MINOR CONTRUCTION WORK ACTIVITES AT SANBI PREMISES.

1. PURPOSE

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

The Health and Safety Specifications do not replace the OHSA and relevant regulations, but is a supplementary document to the requirements of the relevant legislation and the conditions of the contract agreement between SANBI and the Principal Contractor.

It does not imply that sections of legislation not referred to in full in this document are of less importance and/or not relevant. The Contractor remains responsible to comply with the Act, its regulations and the contracting company's own health and safety plan.

In terms of Section 37 of the Occupational Health and Safety Act (1993), SANBI is required to control persons/organisations conducting activities for or on their behalf (Mandatories). The Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring SANBI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/mandatories. The dual objective of this specification is to ensure that the mandatories and service providers entering into a contractual agreement/relationship with SANBI achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities while performing the contract work.

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

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

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

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Concrete work, formwork and/or reinforcing
Concrete in foundations – superstructure
Rough formwork
Steel reinforcement
Masonry work/water proofing of roof coverings
Carpentry and joining
Ceilings installation, partitioning/access flooring
Iron monger work
Installation of bathroom fittings
Structural steelwork/metal work
General plastering work
Tiling work
Paint work on new work (external plastered walls)
External works – preparation of soil for paving
Removal of existing work
Building up of openings
Re-fixing of existing palisade fencing
Earth works and filling (import material)
Soil poisoning (Submit Medical Safety Data Sheets (MSDS))
Concrete formwork and reinforcement
Formwork to soffits of solid slab, sides of bases
Reinforced concrete casts – strip footings and bases
Masonry work for new work
General brick work (one and two brick walls)
Building of superstructure
Installation of concrete lintels
Waterproofing (damp proofing of walls/floors/roofs)
Installation of roof coverings (galvanized steel)
Installation of roof insulation
Carpentry and joining work (new work scope)
Installation of ceilings/partitions and access flooring
Installation of electrical light fittings
Installation of suspended ceilings
Ironmongery work
Installation of bathroom fittings
Metal work including door frame installations, gates and screens
External/internal plastering work (New work scope)
Tiling, including wall tiling/floor tiling
Plumbing and drainage work (New work scope)
Disinfection of water pipe work (requires MSDS of disinfectant)

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Soil drainage (Sewer, pipe and drain fittings)
Water supply provision
Installation of fire appliances
Boundary and yard walls/palisade fencing
Aprons, compaction of surfaces
Construction of generator plinth
Signage installation
Installation of electrical fencing
Construction and installation of steel canopies with roof coverings
Internal electrical installations
Site electrical reticulation
Electronic installations to existing buildings

3. Health and safety risks(as baseline assessment)

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

- Falling from height
- Exposure to electricity (Overhead and underground cables)
- Proximity to flammable or combustible materials causing injury
- Climbing steps and working on platforms
- Risk of vehicles overturning
- Risk of eye injury from flying particles and dust
- Cancer risk from exposure to asbestos
- Slips, trips and falls due to untidy work area
- Manual handling activity injuries
- Risk of using various types of machinery and tools
- Contact with moulds, fungi and bacteria
- Contracting dermatitis
- Exposure to cuts and abrasions
- Being struck by machinery
- Loss of fingers/limbs
- Risk of pain or injury from performing repetitive tasks
- Exposure to noise
- Being struck by falling objects
- Risk of eye injury from solvent splashes or vapour
- Contracting vibration white finger
- Exposure to hand and foot injury
- Sun exposure

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

1. The principal contractor and all appointed sub-contractors shall be registered with the Department of Labour Compensation Commissioner or an appropriate similar private insurer and have available a valid Letter of Good Standing at all times from such.
2. Ensure a SHE file is submitted before work commences to SANBI's Occupational Health and Safety department of the Corporate Services Division for evaluation.
3. Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a registered medical practitioner.
4. Ensure all employees under their control undergo company specific induction and SANBI site specific induction.
5. Ensure before work commences that employees are trained in the health and safety risks associated with the work they are conducting.
6. Ensure employees are trained in company procedures, policies, method statements and informed of SHE requirements as per the specification.
7. Ensure legislative requirements are complied with for the duration of the contract and ensure that its employees comply.
8. Ensure that the 37 (2) Agreement has been signed before any work commences and that a copy is kept on the SHE file.
9. Ensure that a 37(2) Agreement(s) is signed between the company and any other sub-contractor which may be appointed.
10. Ensure that sub-contractors have valid Letter of Good Standing from the Department of Labour Compensation Commissioner or a registered private compensation insurer.
11. Prevent any employee or visitor who is under the influence of any alcohol or drugs (in a state of intoxication) on site.
12. Ensure the safety of employees who are taking legal medication.
13. Hand over a consolidated SHE file at the end of the contract to SANBI.
14. Stop employees who are conducting unsafe acts and/or creating an unsafe environment from doing so.
15. Report and all reportable incidents to SANBI and ensure that they are investigated.
16. Ensure work is supervised by competent personnel and that work is done by competent employees.
17. Ensure pre-task risk assessments are done by a competent person and that employees are informed of the risks and the risk control measures in place.
18. Conduct tool box talks to communicate SHE issues in connection with the work being done and any other aspects thereof.
19. Ensure that the appointed personnel as per the SHE file are executing their duties as per the legal appointment made.
20. Ensure a first aid kit is made available in case of any emergency and that a trained certified first aider is available per shift.
21. Ensure that good housekeeping is maintained and that materials are store/stacked properly in designated areas.
22. Make provision for sufficient waste receptacles and ensure that the correct disposal of the different waste materials takes place.

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23. Stop any work from being executed that are not in accordance with the rules for the site or which poses a threat to the health and safety of the people.
24. Service provider will be required to provide a signed (by Managing Director/Chief Executive Officer) copy of the Company's health and safety policy to the SHE file.
25. The principal contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
26. No fires or open flames are allowed on site unless directly used for construction purposes, e.g. acetylene blowtorch for welding. All available precautions will be taken to prevent the spread of a fire.
27. The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks to be performed by its employees and those of sub-contractors.
28. All employees must be provided with PPEs relevant to the hazard associated with the task at hand.
29. All employees shall, as a minimum, be required to wear the following personal protective equipment for the duration of the contract on any of SANBI projects:
 - Protective overalls;
 - Protective hand and footwear;
 - Protective headwear; and
 - Eye, face and ear protection.
30. A pre-emptive risk assessment will be required for any work to be carried out above **two meter** from the ground or any floor level. This work will be classified as "work in elevated positions".
31. As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if working at ground level.
32. Prohibition signage must be displayed where work is performed.

5. WASTE MANAGEMENT

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

Solid Waste:

- Littering on site and the surrounding areas is prohibited.
- Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- All bins must be cleaned of litter regularly.
- All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- The entire work area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.

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- Contaminated soil must be treated and disposed of at a permitted waste disposal site or be removed and the area rehabilitated immediately.
- Waste must be recycled wherever and whenever possible.

Hazardous Waste:

- No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed of at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for. The service provider must maintain a hazardous material register.

7. General competence requirement

The service provider shall ensure that its personnel and sub-contractors' personnel are trained and competent to carry out work safely and without risk to health (Training to be completed before work commences). The service provider shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes

Prepared by: OHS Department
15 September 2018

ANNEXURE B: DRAWINGS AND DESIGN REPORT



Prepared for:

South African National Biodiversity
Institute



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SANBI KIRSTENBOSH RESEARCH CENTRE FIRE DAMAGE REPAIRS

DESIGN REPORT

FINAL REPORT
REVISION 02

DECEMBER 2022

Prepared by:

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RECORD OF REVISIONS

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01	Draft	Issued for comments	13/04/2022
02	Final	Issued for approval	22/04/2022

EXECUTIVE SUMMARY

The SANBI Kirstenbosch National Botanical Garden's research complex consists primarily of the Kirstenbosch Research Centre Building (KRC) and the Centre for Biodiversity Conservation Building (CBC).

An electrical fire occurred in the ceiling void of the Leslie Hill Molecular Systematics Laboratory in the northern wing of the Kirstenbosch Research Centre (KRC) building. The main elements damaged by the fire include the ceilings, wooden roof trusses, galvanised roof sheeting, electrical reticulation, mechanical equipment, and specialist equipment installations. Various laboratory equipment has also attained water damage during fire extinguishing.

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1 INTRODUCTION

1.1 BACKGROUND

The Department of Forestry, Fisheries and the Environment has allocated funds over the 2019/20 to 2021/22 Medium Term Expenditure Framework (MTEF) towards a national infrastructure programme at the various campuses and sites of the South African National Biodiversity Institute (SANBI). The programme includes infrastructural maintenance, refurbishments, upgrades, replacements, and/or new infrastructure at all sites. Projects have been identified for implementation over the MTEF at each of the SANBI's existing campuses and sites across the country.

Much of SANBI's work is done at the Kirstenbosch Biodiversity and Research Complex. The SANBI Kirstenbosch National Botanical Garden's research complex consists primarily of the Kirstenbosch Research Centre Building (KRC) and the Centre for Biodiversity Conservation Building (CBC).

An electrical fire occurred in the ceiling void of the Leslie Hill Molecular Systematics Laboratory in the northern wing of the Kirstenbosch Research Centre (KRC) building. The main elements damaged by the fire include the ceilings, wooden roof trusses, galvanised roof sheeting, electrical reticulation, mechanical equipment, and specialist equipment installations. Various laboratory equipment also attained water damage during fire extinguishing.

Delta BEC was appointed to provide Structural, Electrical and Mechanical Engineering services for the assessment, design, procurement, and contract administration for the required fire damage repairs of the KRC building.

1.2 PURPOSE OF REPORT

The purpose of this report is to present the detailed project scope to SANBI's representatives for approval, and to gain approval from the client for the next steps in the development process.

This report is focused on the refined scope of works and detailing the services to be provided. This report will be followed by:

- Procurement documentation to procure a contractor for the execution of the construction work
- Close-out report.

1.3 STRUCTURE OF REPORT

The report comprises the following sections:

- Section 2: Design report
- Section 3: Preliminary cost estimate
- Section 4: Programme
- Appendices

2 DESIGN

2.1 INTRODUCTION

This section of the report presents the proposed remedies to the status quo of the associated buildings and will cover:

- Structural work;
- Ceilings;
- Fascia boards and external soffits;
- Rainwater gutters and downpipes; and
- Roof structure.

2.2 STRUCTURAL WORK

2.2.1 ROOF TRUSSES

The timber roof structure suffered severe damage from the fire and must be replaced. The new roof trusses are to comply with all building codes, standards and regulations, NHBRC standards. The completed roof structure shall be compliant to A19 certification.

The appointed contractor will be responsible for the provision of workshop drawings, fabrication, and installation. The contractor will be required to submit all relevant guarantees, warranties and the A19 certification.

Figure 2-1: Roof truss damages



Due to SANBI's ongoing operations, the repair work to the roof shall be done in sections to minimise disruption to SANBI's operations.

The anticipated allocation of work is depicted in the image below:

Figure 2-2: Roof repair work sections



The scope is split into 3 sections. On high level each section entails the following sequence of work:

- Removal of existing ceilings
- Removal of existing roof sheeting
- Removal of existing roof trusses
- Installation of new roof trusses
- Installation of new roof sheeting
- Installation of ceilings
- Installation and fixing of ancillary services

2.2.2 ROOF SHEETING

Deterioration and discolouring are noted on the edges and ridges of the roof covering. Roof insulation is in a deteriorated state.

The following shall form part of the scope of works

- Ridge caps to be removed and replaced with new to match existing "0.6mm Thick AZ200 Cororplus ultima (colour: rain forest/ cool grey)" ridge capping
- Installation of new insulation to underside of roof sheeting
- New roof sheeting to total roof area to match the existing roof sheeting specification "0.6mm Thick AZ200 Cororplus ultima (colour: rain forest/ cool grey)" roof sheeting.

The roof sheeting sequencing of work is discussed under item 2.2.1 above.

Figure 2-3: Roof sheeting

2.3 ELECTRICAL WORK

The fire damaged a significant number of electrical cables and conductors in the roof, as well as some ICT cabling and HVAC equipment. Subsequent firefighting efforts resulted in water damage to some light fittings and the entire distribution board that feeds the area (SDB-2/2E). These all need to be replaced.

The growth room temperature control systems themselves appear to be unaffected by the fire, but nearly all electrical and signal cabling associated with the temperature control system has been damaged and must be replaced.

The distribution board that feeds the fire-affected area (SDB-2/2E) must remain entirely switched off and locked out until all electrical repairs have been completed.

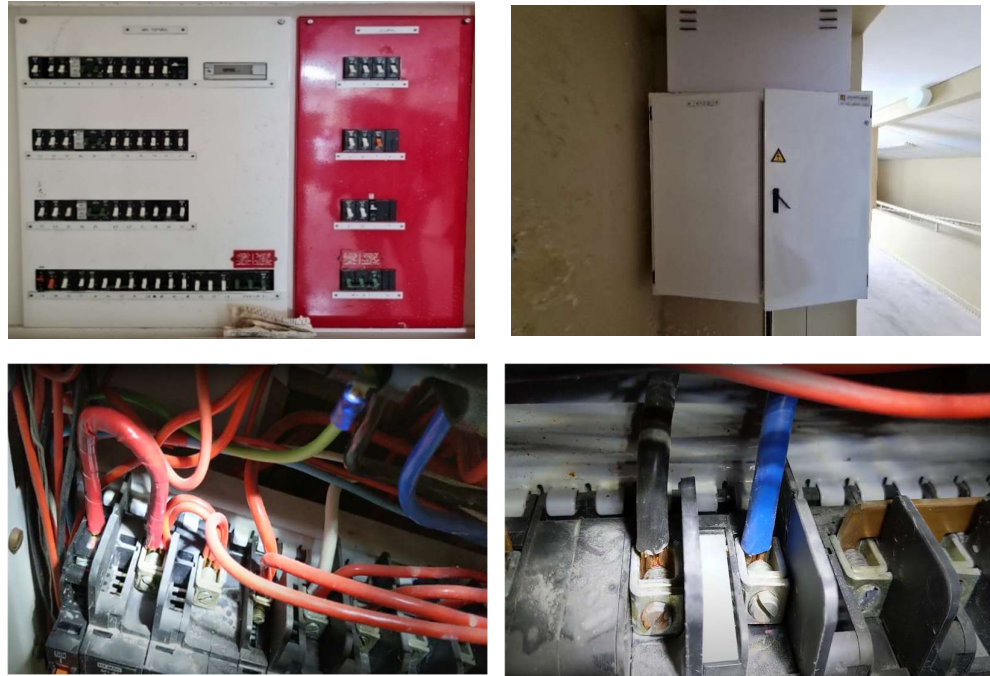
The electrical work shall cover the following installations:

- Distribution board
- Main supply cables
- Other cabling
- Light fittings
- Socket outlets

2.3.1 DISTRIBUTION BOARD

The distribution board SDB-2/2E in the passage adjacent to lab D5 has visible signs of extensive water damage from the firefighting efforts. The distribution board is to be replaced. We recommend not only replacing all the circuit breakers, but also replacing the entire enclosure with a new enclosure designed specifically for modern switchgear, which is significantly more compact than the switchgear currently installed in the existing enclosure.

Figure 2-4: Distribution board



2.3.2 MAIN SUPPLY CABLES

There are two main supply circuits linking the aforementioned distribution board to the main distribution board in the eastern portion of the KRC complex. One of these circuits is an essential supply, presumably from a UPS or diesel generator. The other is a non-essential supply from the municipal connection. The cables for both these circuits are steel wire armoured (SWA) PVC cables. The cables do not appear to have any visible signs of damage, apart from some molten plastic dripping down onto the cables, as the fire spread along the PVC roof sheeting above the cables. However, the cables may have overheated during the fire. When cables overheat, the material properties of the insulation degrade. This can result in premature failure. The cables are to be replaced with new. The entire 85-metre length of both circuits to the building's main distribution board is to be replaced.

Figure 2-5: Main supply cable

2.3.3 OTHER CABLING

All other cabling and wiring in the ceiling have been damaged beyond repair. All cabling in the ceiling is to be replaced, up to the first termination below (for example, the first socket outlet connected to that cable).

Figure 2-6: Other cable damages

2.3.4 LIGHT FITTINGS

The ceiling-mounted fittings in the lab (D5) and offices (D1 and D2) show signs of water damage from the firefighting efforts and should be replaced. The two light fittings in the attic have suffered severe damage and must be replaced. We recommend increasing the number of fittings from two to four in the attic to improve the light levels in the attic. The pull-string light switch in lab D5 and the light switch for the attic lights should be replaced. All light fittings will be replaced with LED equivalents.

Figure 2-7: Light fittings

2.3.5 SOCKET OUTLETS

Generally, the socket outlets in the labs appear to be unaffected by the fire and subsequent firefighting efforts. There are no immediate signs of water damage. However, the contractor appointed to repair the remaining electrical issues will be required to open up all sockets to confirm that there is no water damage. Allowance has been made for the installation of new socket outlets. In addition, the client has requested that additional socket outlets be added to the worktop benches.

Figure 2-8: Socket outlets

2.4 MECHANICAL WORK

Mechanical repair work shall cover the following installations:

- Heating, ventilation, air conditioning, and refrigeration (HVAC&R)
- Desiccant dehumidifier
- Fume cabinets
- Fire detection

2.4.1 HVAC&R

The HVAC&R systems applicable comprises the following:

- Daikin ceiling cassette unit in lab D5
- Extract air via flexible ducting connecting ceiling diffusers and whirlybirds
- Daikin mid-wall split unit inside the cold room
- Extraction or fresh air supply system inside the cold room
- Culture growth cold rooms.

The portions of the HVAC system that indicated signs of direct fire damage are the flexible air ducting, most insulation around the refrigerant piping, electrical power cables for ceiling cassette, and insulation covering steel galvanised ducting.

The remaining components appear to be unaffected. However, they may have had water damage during the firefighting efforts, particularly the ceiling cassette unit. Allowance has been made for testing, repairing and reinstatement of all air-conditioning units.

Figure 2-9: HVAC&R damages



2.4.2 FUME CABINET INSTALLATION

The fume cabinet in lab D5 sustained fire and water damage and will be replaced with a new Laminar horizontal vertical flow bench

2.4.3 FIRE DETECTION

The fire detection system in this building consists of various smoke detectors, strobe beacons, manual call points, all linked to a fire alarm panel within the building.

Two smoke detectors in lab D5 and its attic are damaged beyond repair, as is the fire-resistant cabling connected to those detectors. One segment of fire-resistant cabling has burnt through completely.

A third smoke detector in the passage has suffered water damage from firefighting water trickling through the conduit that links that detector with the attic.

All three smoke detectors will be replaced.

The fire alarm cabling connected to those smoke detectors will be replaced.

Figure 2-10: Fire detection damages



2.4.4 GROWTH ROOM TEMPERATURE CONTROL SYSTEM

The growth room temperature control system (D6-D8) comprises the following elements:

- Temperature control panels in the attic
- Power and signal cable linking the attic's control panels to other equipment
- Refrigerant piping and solenoid valves
- Lagging around refrigerant pipes
- A condensing unit in the attic
- Mechanical equipment inside each growth room
- User interfaces in the passage below.

The elements that showed clear, visible fire damage are items 2 and 4 above (cabling and refrigerant pipe lagging). The remaining items appear to be unaffected by the fire. The temperature control panels (item 1) do not have significant visible fire damage. However, we cannot be certain whether the panels experienced high temperatures that exceed the rating of the switchgear and control equipment inside those panels. Our assumption is that they did not.

Due to the specialist nature of the temperature control system, we are unable to quantify the extent of the damage. We are also unable to provide an accurate cost estimate to repair the temperature control systems. We recommend that the original equipment manufacturer is approached to provide an assessment and repair cost estimate. Our assumption is that only the cabling and refrigerant pipe lagging needs to be replaced.

The original control system for the growth rooms was installed by Satchtech Systems (Cape) CC (telephone: 021 510 6070, contact person: Arjen Beaufort or Tony Beaufort) which controlled all 3 growth rooms from a single panel located in the passage on level D. This system has been made redundant by a new system

whereby the Claremont Refrigeration converted the 3 growth rooms to be individually operated by installing individual control panels to the doors of the 3 growth rooms.

The Satchwell control panel in the passage on level D will be completely decommissioned in the switchboard in the ceiling void.

2.5 GENERAL REPAIR WORK

The following items affected by the fire deem necessary to be replaced or repaired.

- Ceilings
- Floor coverings
- Paintwork
- Joinery items

2.5.1 CEILINGS

The suspended ceiling's tiles show signs of water damage. The ceiling tiles be replaced with new to match existing. The current ceiling brackets and frames do not show signs of damage. It should, however, be noted that all suspended ceiling brackets and frames will have to be removed during the replacement of the roof trusses. It is likely that some ceiling brackets and frames will be damaged during this process. Thus, a budgetary allowance shall be made for the supply and installation of new ceiling brackets and frames.

Figure 2-11: Ceiling damages



2.5.2 FLOOR COVERING

The floor finishing comprises vinyl floor tiles in the laboratory and passage and carpets in the offices. Deep scuff marks and black stains are evident on the vinyl floors as a result of the fire and post-fire clean-up process.

The existing damaged vinyl tiles will be removed and replaced with new to match the existing.

The carpets in the offices shows signs of water damage. The carpets be replaced with vinyl for conformity throughout the laboratory.

Figure 2-12: Floor covering damages



2.5.3 PAINTWORK

All internal walls are to receive new paint to match the existing paint. All areas of water damage are to be repaired to receive a new paint finish.

2.5.4 JOINERY ITEMS

The joinery items include worktops and cupboards.

The melamine worktops have sustained discoloration and burn marks. The worktops are to be removed and replaced with new melamine tops.

Figure 2-13: Joinery work damages

2.5.5 BLINDS

Request for the supply and installation of new blinds in the laboratory. The current blinds are covered in soot due to the fire.

Figure 2-14: Blinds

2.6 USER CLIENT REQUESTS

The user client has requested the following items of work:

2.6.1 ALTERATION TO EXISTING WORKTOPS

Request to remove the existing sink and taps as they are never used.

Figure 2-15: Alteration to work tops

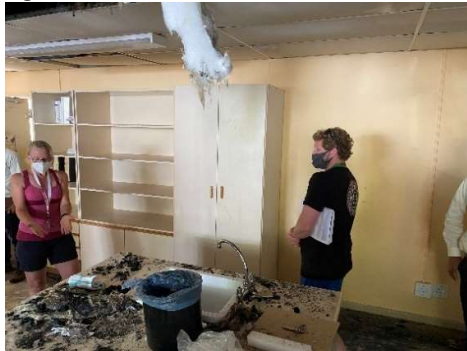


The sink will be removed, and the water supply shall be shut off.

2.6.2 ADDITIONAL WORK BENCHES/COUNTERTOPS

Request for the provision of additional work benches in the Laboratory.

Figure 2-16: Additional work benches



The work benches shall include a countertop only, with no provision of cupboards. The countertop shall be fixed to the wall with supporting frames.

APPENDIX A: ELECTRICAL & MECHANICAL DRAWINGS

LIST OF DRAWINGS		
SHEET NUMBER	SHEET NAME	REVISION
P21139-DD-03-ELE-000	LIST OF DRAWINGS	REV A
P21139-DD-03-ELE-101	POWER LAYOUTS	REV A
P21139-DD-03-ELE-201	LIGHTING LAYOUTS	REV A
P21139-DD-03-ELE-601	POWER SECTIONS	REV A



LEGEND:

DETAIL DESIGN

Rev	Date	Description of changes	By
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Approver

SIGNATURE:NAME:DATE:

Project

SANBI KIRSTENBOSCH RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

LIST OF DRAWINGS

Drawing Units

MILLIMETERS

Date

FEBRUARY 2022

Scale

Designed By

Designer

Checked By

Checker

Drawn By

Author

Approved By

Approver

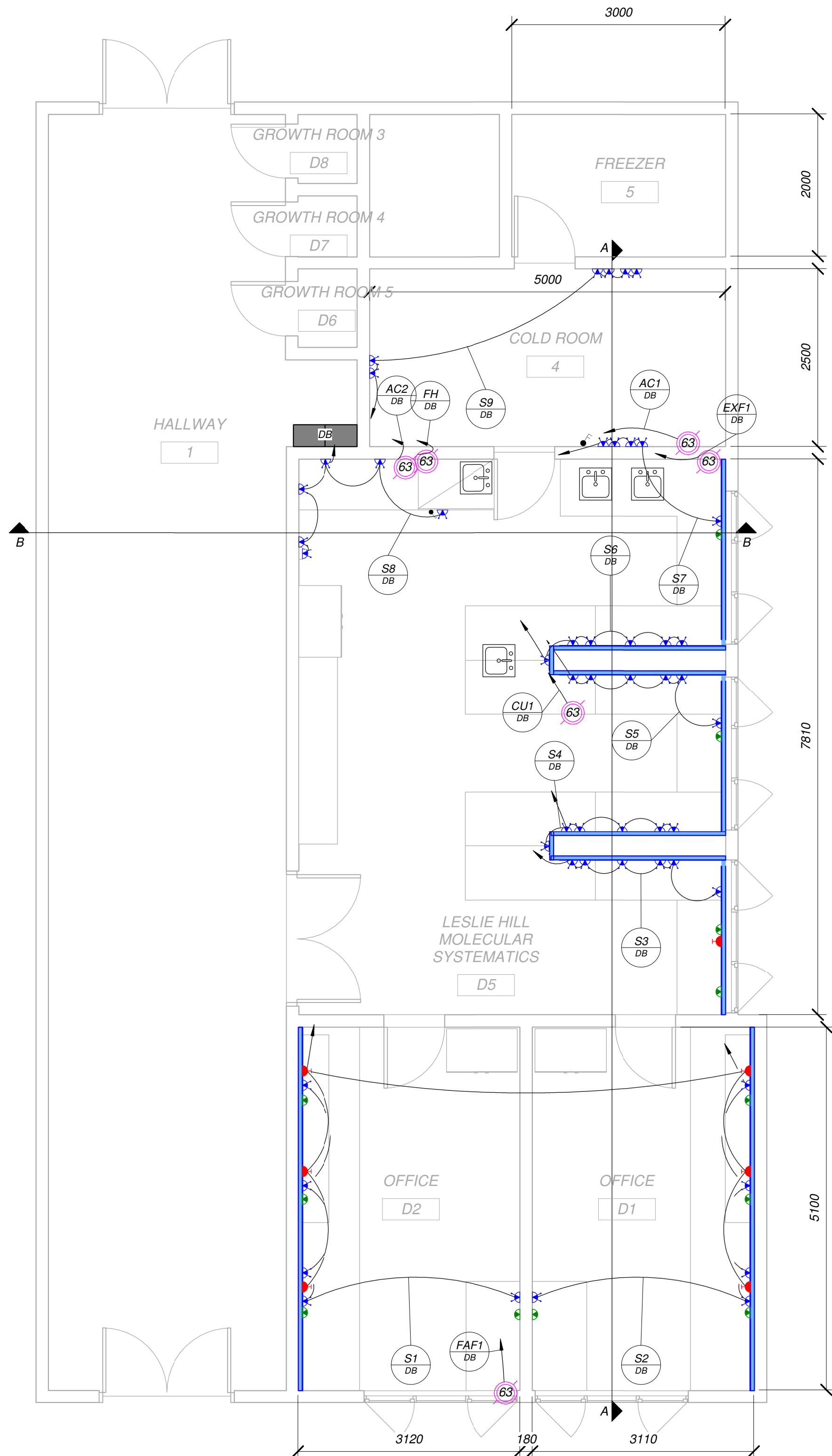
Drawing No

P21139-DD-03-ELE000

Rev



POWER LEGEND					
ICON	DESCRIPTION	ICON	DESCRIPTION	ICON	DESCRIPTION
	16A SINGLE SWITCHED SOCKET OUTLET INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL - U.O.S (CRABTREE DIAMOND RANGE) - UNSHAVED PIN		DATA OUTLET (TO BE SUPPLIED FOR THE DATA INSTALLER)	 [SF]	SOFFIT MOUNTED / IN CEILING VOID
	16A DEDICATED SINGLE SWITCHED SOCKET OUTLET INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL - U.O.S (CRABTREE DIAMOND RANGE) - SHAVED PIN		32A 3PHASE CEEFORM SOCKET OUTLET C/W MALE PLUG MOUNTED AT 300mm AFFL MINIMUM	 [SM]	SURFACE MOUNTED
	16A DOUBLE SSO OUTLET AUDIO VISUAL EQUIPMENT - CRABTREE CLASSIC: RECESSED OR INSTALLED IN CEILING VOID OR SURFACE-MOUNT TO EXPOSED SLAB - U.O.S		2 TIER - POWER SKIRTING, GALVANISED, CABSTRUT P801 MOTOR CRAFT GREY @ 50mm AFFL - U.O.S	 LR	LOCKABLE ROTARY
	COMBINATION 1x16A 3-PIN SANS 164-1 "OLD STYLE" SOCKET, 2x16A 3-PIN SANS 164-2 "NEW STYLE" SOCKET - INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL U.O.S (CRABTREE DIAMOND RANGE)	 20  32  63	1-PHASE ISOLATORS (20A, 32A, 63A)	 WP	WEATHER PROOF
	16A DOUBLE SSO BLUE SHOVEN PIN. CRABTREE DIAMOND RANGE	 32  63  125	3-PHASE ISOLATORS (32A, 63A, 125A)	 [AFFL]	INSTALLATION HEIGHT ABOVE FINISHED FLOOR LEVEL
					DISTRIBUTION BOARD



POWER LAYOUT FIRST FLOOR

1 : 50

Cad File Name: DBEC-MRPRO-09-08

P21139-DD-03-ELE101 Rev A



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PR NO: 20050163

W RINGELMANN

SIGNATURE: NAME: DATE:

Project

SANBI KIRSTENBOSCH
RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

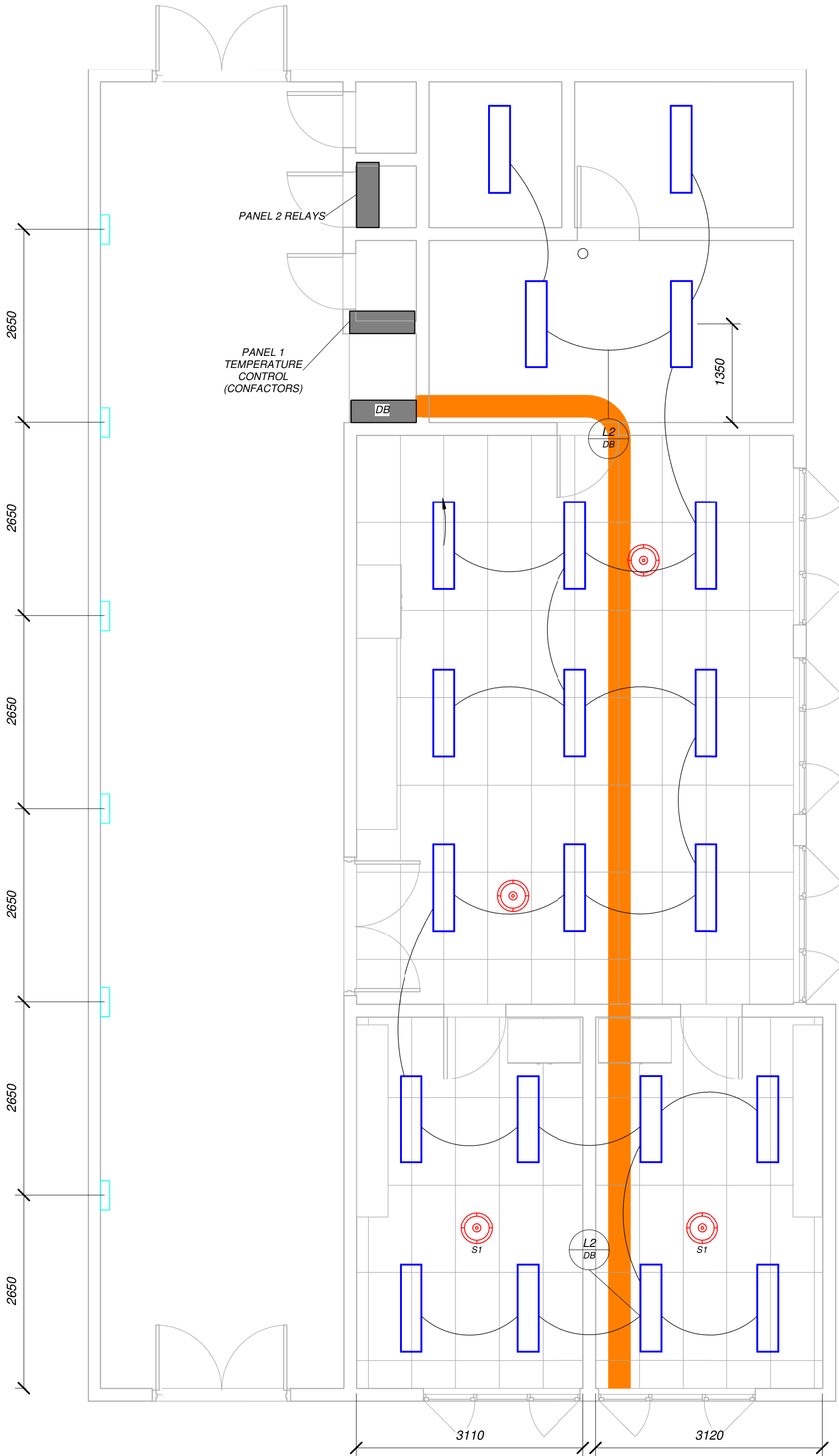
POWER LAYOUTS

Drawing Units MILLIMETERS

Date FEBRUARY 2022 Scale As indicated Designed By N NANA

Checked By M GRIFF Drawn By N NANA Approved By W RINGELMANN

Drawing No P21139-DD-03-ELE101 Rev A



LIGHTING LAYOUT GROUND FLOOR

1 : 50

LIGHTING LEGEND					
ICON	DESCRIPTION	ICON	DESCRIPTION	ICON	DESCRIPTION
D1	10W 4000K IP44 LED DOWNLIGHT (MINIMUM 820LM)	S1	MICROWAVE OCCUPANCY SENSOR	E	LIGHT FITTING FITTED WITH MAINTAINED TYPE BATTERY PACK WITH 50-60% LIGHT OUTPUT FOR 60MIN
D2	25W 4000K IP44 LED DOWNLIGHT (2000LM)	S2	MICROWAVE OCCUPANCY SENSOR	WP	WEATHERPROOF
F1	LED VAPOUR-PROOF IP65 BATON, 5500LM, 5000K, 55W		LIGHT SWITCH: 1-LEVER, 1-WAY @ 1200mm AFFL		DISTRIBUTION BOARD
F2	42W LED 600 X 600 PANEL (6132LM)		LIGHT SWITCH: 1-LEVER, 2-WAY @ 1200mm AFFL		
F3	1200MM - 35W LED 4000K SURFACE MOUNTED FITTING WITH BUILT IN OCCUPANCY SENSOR, (4200LM AND IP66)		LIGHT SWITCH: 2-LEVER, 2-WAY @ 1200mm AFFL	AFFL	ABOVE FINISHED FLOOR LEVEL
F4	200MM - 35W LED 4000K SURFACE MOUNTED FITTING WITHOUT OCCUPANCY SENSOR, (4200LM AND IP66)		LIGHT SWITCH: 1-LEVER, DIMMABLE @ 1200mm AFFL		



LEGEND:

LEGEND	
ICON	DESCRIPTION
	OL-2000 TRUNKING - POWER (41mm X 41mm)
	OL-8000 TRUNKING - POWER (76mm X 76mm)
	OL-9000 TRUNKING - POWER (127mm X 76mm)
	300mm/200mm WIRE MESH - DATA (200mm X 50mm)
	300/600mm CABLE LADDER - POWER
	DISTRIBUTION BOARD
NOTE: REFER TO DRAWINGS: P9121-CN-03-ELE-301/302/303 FOR FIRE DETECTION AND PA SYSTEM WIREWAY REQUIREMENTS	

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SIGNATURE: NAME: DATE:

Project

SANBI KIRSTENBOSCH RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

LIGHTING LAYOUTS

Drawing Units

MILLIMETERS

Date	Scale	Designed By
FEBRUARY 2022	As indicated	N NANA

Checked By	Drawn By	Approved By
M GRIFF	N NANA	W RINGELMANN

Drawing No	P21139-DD-03-ELE201	Rev
		A

POWER LEGEND

ICON	DESCRIPTION	ICON	DESCRIPTION	ICON	DESCRIPTION
	16A SINGLE SWITCHED SOCKET OUTLET INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL - U.O.S (CRABTREE DIAMOND RANGE) - UNSHAVED PIN		DATA OUTLET (TO BE SUPPLIED FOR THE DATA INSTALLER)		SOFFIT MOUNTED / IN CEILING VOID
	16A DEDICATED SINGLE SWITCHED SOCKET OUTLET INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL - U.O.S (CRABTREE DIAMOND RANGE) - SHAVED PIN		32A 3-PHASE CEEFORM SOCKET OUTLET C/W MALE PLUG MOUNTED AT 300mm AFFL MINIMUM		SURFACE MOUNTED
	16A DOUBLE SSO OUTLET AUDIO VISUAL EQUIPMENT - CRABTREE CLASSIC, RECESSED OR INSTALLED IN CEILING VOID OR SURFACE-MOUNT TO EXPOSED SLAB - U.O.S		2 TIER - POWER SKIRTING, GALVANISED, CABSTRUT P801 MOTOR CRAFT GREY @ 50mm AFFL - U.O.S		LOCKABLE ROTARY
	COMBINATION 1x16A 3-PIN SANS 16A-1 "OLD STYLE" SOCKET, 2x16A 3-PIN SANS 16A-2 "NEW STYLE" SOCKET - INSTALLED IN POWER SKIRTING OR RECESSED @ 300mm AFFL U.O.S (CRABTREE DIAMOND RANGE)		1-PHASE ISOLATORS (20A, 32A, 63A)		WEATHER PROOF
	16A DOUBLE SSO BLUE SHOVEN PIN, CRABTREE DIAMOND RANGE		3-PHASE ISOLATORS (32A, 63A, 125A)		INSTALLATION HEIGHT ABOVE FINISHED FLOOR LEVEL
					DISTRIBUTION BOARD

Cad File Name: DBEC-MRPRO-09-08

P21139-DD-03-ELE601 Rev A



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SIGNATURE: NAME: DATE:

Project

SANBI KIRSTENBOSCH
RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

POWER SECTIONS

Drawing Units MILLIMETERS

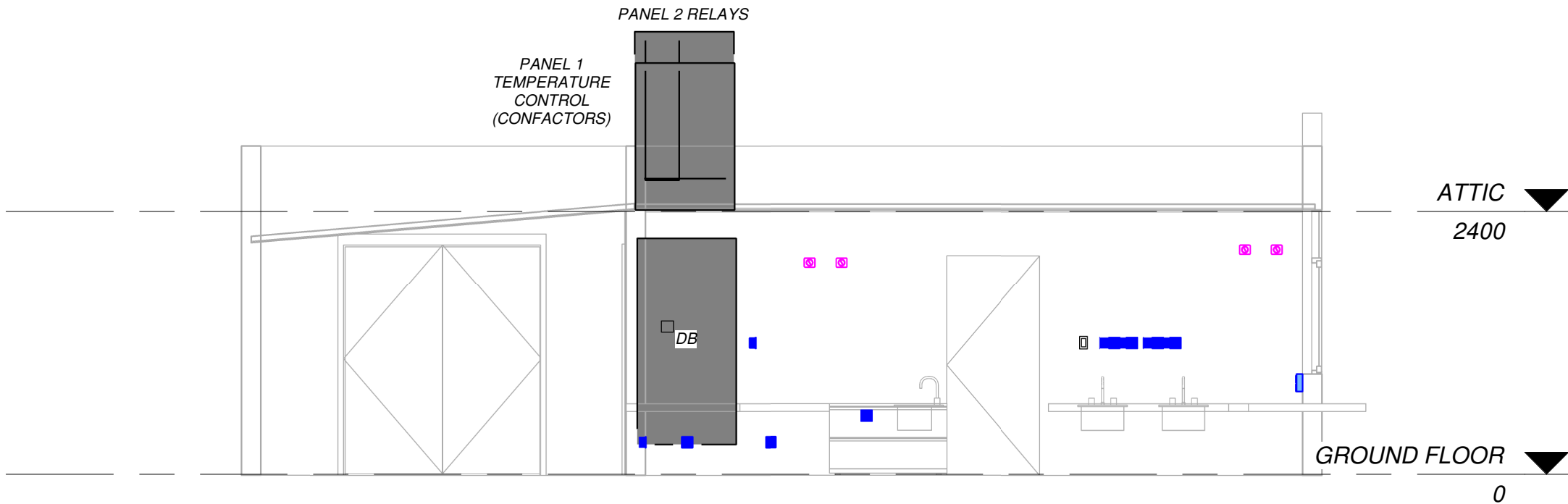
Date FEBRUARY 2022 Scale As indicated Designed By N NANA

Checked By Checker Drawn By Author Approved By W RINGELMANN

Drawing No P21139-DD-03-ELE601 Rev A

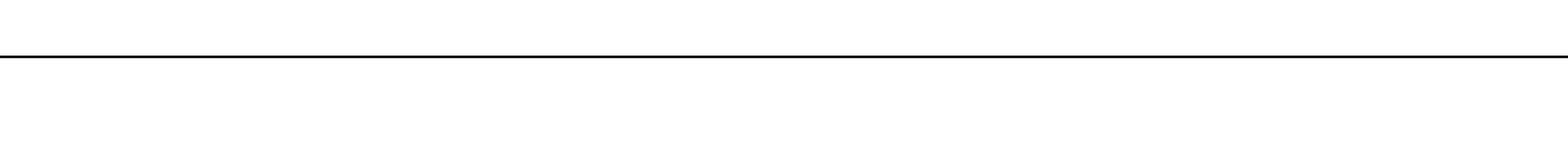
SECTION A-A

1 : 25



SECTION B-B

1 : 50



Sheet List			
Project Number	Sheet Number	Sheet Name	Current Revision
P21139-DD-03-MEC-	001	LIST OF DRAWINGS	A
P21139-DD-03-MEC-	100	HVAC LAYOUTS	A
P21139-DD-03-MEC-	300	HVAC SECTIONS	A

Cad File Name: DBEC-MRPRO-09-06

P21139-DD-03-MEC001 Rev A



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Project

SANBI KIRSTENBOSCH
RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

LIST OF DRAWINGS

Drawing Units

MILLIMETERS

DateNOVEMBER 2022

Scale

Designed ByJ. MHLANGA

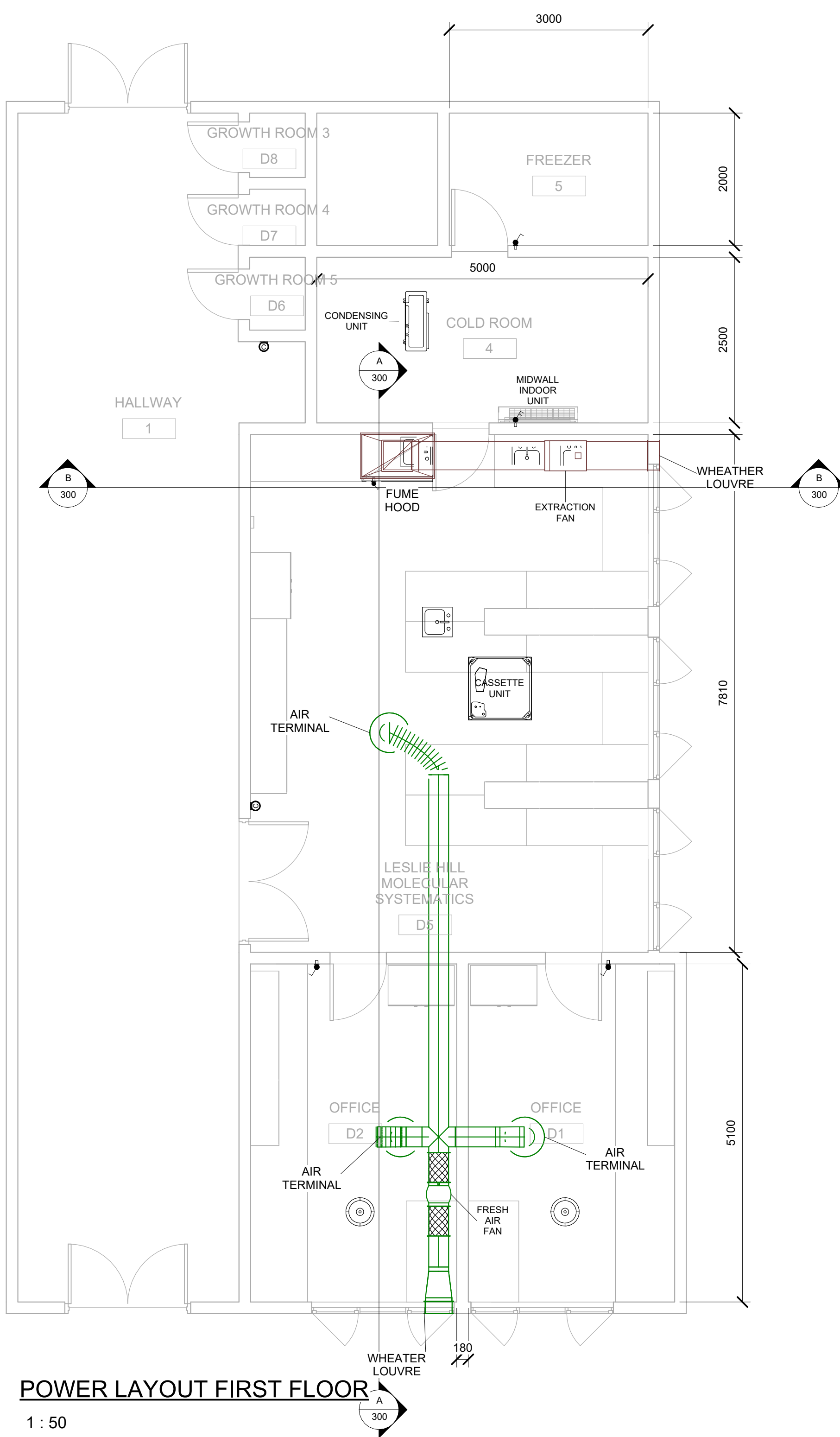
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Drawn ByR. DE WET

Approved ByW. RINGELMANN

Drawing NoP21139-DD-03-MEC- 001

Rev/A



Cad File Name:DBEC-MRPRO-09-06

P21139-DD-03-MEC100 Rev A



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LEGEND:

HVAC LEGEND	
	SUPPLY AIR DUCTING
	RETURN AIR DUCTING
	FRESH AIR DUCTING
	EXTRACTION AIR DUCTING
	COLD WATER SUPPLY PIPES
	CONDENSATE PIPES

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PR NO. 20050163

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NAME: W. RINGELMANN

DATE:

Project

SANBI KIRSTENBOSCH RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

HVAC LAYOUTS

Drawing Units

MILLIMETERS

Date

NOVEMBER 2022

Scale

1 : 50

Designed By

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Checked By

J. MHLANGA

Drawn By

R. DE WET

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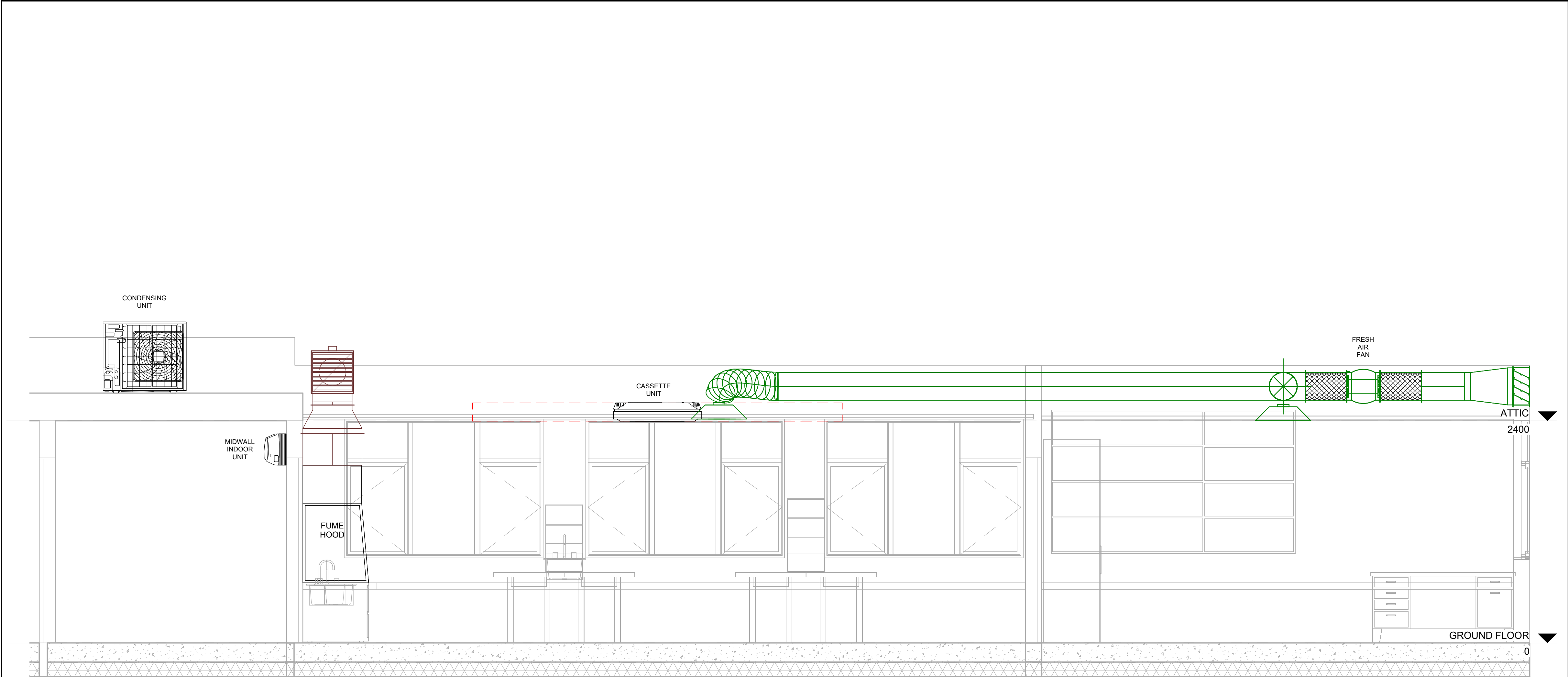
W. RINGELMANN

Drawing No

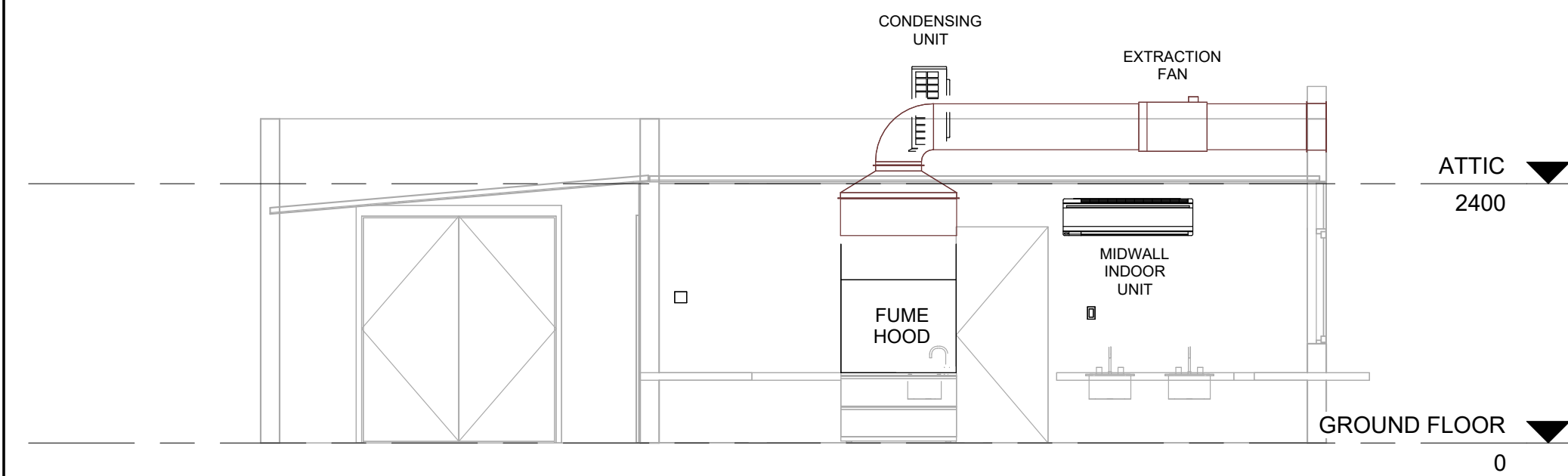
P21139-DD-03-MEC- 100

Rev





SECTION A-A
1 : 25



SECTION B-B
1 : 50

Cad File Name:

DBEC-MRPRO-09-06

P21139-DD-03-MEC300 Rev A



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HVAC LEGEND

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	RETURN AIR DUCTING
	FRESH AIR DUCTING
	EXTRACTION AIR DUCTING
	COLD WATER SUPPLY PIPES
	CONDENSATE PIPES

DETAIL DESIGN

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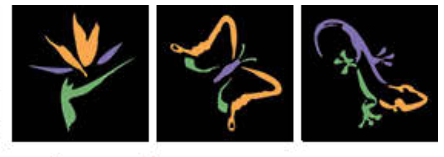
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Project

SANBI KIRSTENBOSCH

RESEARCH CENTRE

Project Description

KRC FIRE DAMAGE REPAIRS

Drawing Title

HVAC SECTIONS

Drawing Units

MILLIMETERS

Date

NOVEMBER 2022

Scale

As indicated

Designed By

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Checked By

J. MHLANGA

Drawn By

R. DE WET

Approved By

W. RINGELMANN

Drawing No

P21139-DD-03-MEC- 300

Rev

A