

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q9561-2023	CLOSING DATE:	04 August 2023	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES THE SERVICES OF A CONTRACTOR FOR THE REHABILITATION OF THE CURATORS HOUSE AT THE THOHOYANDOU NATIONAL BOTANICAL GARDEN IN THOHOYANDOU. Please note: <u>It is estimated that tenderers should have a CIDB contractor grading designation of Level 2 GB or higher.</u>				
	No briefing session or site inspection will be held Service providers are encouraged to arrange a site visit and can make the necessary arrangements with the garden curator Mr Mufhati Bulannga on 015 962 4258 or email m.bulannga@sanbi.org.za				
Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@sanbi.org.za Please state the Bid number as the reference number on the subject line when responding to the RFQ					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rorisang Mogadingwane		CONTACT PERSON	Tanaka Mupudzi	
TELEPHONE NUMBER	012 843 5332		TELEPHONE NUMBER	012 843 5000	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	R.modiba@sanbi.org.za		E-MAIL ADDRESS	T.Mupudzi@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

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

SBD 4

BIDDER'S DISCLOSURE

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

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.

2.2 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:

.....

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

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.

- 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
 - b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- a) Price; and
 - b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Categories of persons historically disadvantaged by unfair discrimination on the basis of race.	10	

100% black ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)		
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	10	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
 company/firm.....

4.4. Company _____ registration _____ number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

REQUEST FOR QUOTATION TERMS OF REFERENCE

**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)
REQUIRES THE SERVICES OF A CONTRACTOR FOR THE REHABILITATION
OF THE CURATORS HOUSE AT THE THOHOYANDOU NATIONAL BOTANICAL
GARDEN IN THOHOYANDOU**

1. Background and Discussion

SANBI has been allocated funds by the Department of Forestry, Fisheries and the Environment (DFFE) for the period the period 2022/23 – 2023/24 for the refurbishment, upgrade, repair, and maintenance of existing infrastructure, as well as the construction of new infrastructure. The infrastructure will address the needs of SANBI from administrative, research, educational and tourism perspectives. Projects have been identified for implementation over the period at each of SANBI's existing campuses across the country.

The Thohoyandou National Botanical Garden (TNBG) is located approximately 420 km northeast of Pretoria and 70 km east of Makhado and was previously managed by the Limpopo Department of Economic Development, Environment and Tourism (LEDET). SANBI took over the management and maintenance of the property from LEDET as from 1 July 2017. The site is in the major urban centre of Thohoyandou and ideally placed close to the University of Venda, and falls within an area of high biodiversity value, namely the Soutpansberg Mountain Range.

The building identified for upgrade and maintenance is used and occupied by the SANBI Garden Manager. The current state of the building indicates that backlog maintenance is due, and some upgrades are required.

The Thohoyandou National Botanical Garden (TNBG) requires the services of a contractor for the rehabilitation of the Curators house.

The aim of this Terms of Reference is to ensure that all service providers invited to tender, submit proposals based on the same understanding of the project.

2. Invitation to Quote

Quotations are invited from contractors for the rehabilitation of the Curators house at the TNBG.

The procurement process will be co-ordinated by SANBI's Supply Chain Management (SCM) section at the following address:

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

3. Scope of Works

The purpose of this RFQ is to procure the services of a contractor to implement SANBI's objective of the repair, upgrades and renovation of various staff facilities at the TNBG.

The scope of work of the service provider includes but not limited to:

Curators House:

- Alterations and Removal Work
- Masonry
- Waterproofing
- Roof covering
- Carpentry
- Ceilings
- Ironmongery
- Metalwork
- Plastering
- Tiling
- Plumbing & Drainage
- Glazing
- Paintwork

The entire scope of work for the contractor is as detailed in the attached bill of quantities.

General:

- Contractor to ensure waste to be cart away from site to an approved disposal site.
- Adhere to all SANBI's Health & Safety requirements as per the baseline H&S specifications provided.
- Provide the H&S file for approval as per the required specifications and scope of works.
- The service provider to consider the steep slopes for accessing the working area.
- The instatement and making good of all surroundings.
- Site to be cleared and cleaned once the project is completed
- Provide a five-year guarantee for materials and workmanship
- Provide all guarantees, warranties and certificate of compliance.

4. Evaluation process

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

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

FUNCTIONALITY CRITERIA										
ID	CRITERIA	POINTS								
1	Implementation method and project plan or programme	25								
	• Method to be followed in delivering this project	(15)								
	• Weekly plan/programme with milestones	(10)								
2	Contractor's Experience	40								
	• Three positive reference letters regarding work of similar scope and scale completed in last five years	(15)								
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One reference letter</td><td>5</td></tr><tr><td>Two reference letters</td><td>10</td></tr><tr><td>Three reference letters or more</td><td>15</td></tr></table>		Sub-Criteria	Points	One reference letter	5	Two reference letters	10	Three reference letters or more	15
	Sub-Criteria		Points							
	One reference letter		5							
	Two reference letters		10							
	Three reference letters or more	15								
	• List of at least five other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten years									

	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One Project</td><td>5</td></tr><tr><td>Two Projects</td><td>10</td></tr><tr><td>Three Projects</td><td>15</td></tr><tr><td>Four Projects</td><td>20</td></tr><tr><td>Five Projects</td><td>25</td></tr></table>	Sub-Criteria	Points	One Project	5	Two Projects	10	Three Projects	15	Four Projects	20	Five Projects	25	(25)
	Sub-Criteria	Points												
One Project	5													
Two Projects	10													
Three Projects	15													
Four Projects	20													
Five Projects	25													
Notes: Supporting documents required to support the claims above, (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof). Bidders must submit all the requested documents as proof in order to be awarded the points. - Both appointment letters and reference letters must be on the employer’s letterhead, dated and signed by the employer. - Failure to complete and sign schedule of the tenderer`s experience will result in the bidder forfeiting these points.														
3	Contractor's Resources – Personnel and Plant Proposed personnel: - CVs for proposed key personnel (At least 3 – Contracts Manager, Site Agent & OHS Officer) indicating: - Previous work experience of similar projects - Total number of years' working experience in construction - Individual experience on similar work in last five years - Certified copies of Qualifications or artisan's certification or other recognised training courses completed - Valid Professional Registration for Contracts Manager (ECSA or SACPCMP) and OHS Agent (SACPCMP)	35												
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>Combined CV experience of less than 5 years</td><td>6</td></tr><tr><td>Combined CV experience of more than 5 years</td><td>12</td></tr><tr><td>Combined CV experience of more than 10 years</td><td>18</td></tr><tr><td>Combined CV experience of more than 15 years</td><td>24</td></tr><tr><td>Combined CV experience of more than 20 years</td><td>30</td></tr></table> Note: Each CV with 10 years or more experience will receive a maximum of 10 points.	Sub-Criteria	Points	Combined CV experience of less than 5 years	6	Combined CV experience of more than 5 years	12	Combined CV experience of more than 10 years	18	Combined CV experience of more than 15 years	24	Combined CV experience of more than 20 years	30	(30)
Sub-Criteria	Points													
Combined CV experience of less than 5 years	6													
Combined CV experience of more than 5 years	12													
Combined CV experience of more than 10 years	18													
Combined CV experience of more than 15 years	24													
Combined CV experience of more than 20 years	30													

	Plant: • Equipment owned by Contractor – registration documents of equipment • Equipment to be rented (if any) – with preferred rental companies – letter of intent to hire	(5)
TOTAL		100

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

The second stage will evaluate the price and specific points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the specific goals.

5. Information to be provided by SANBI

All bidders must take note of the location and site conditions of the proposed site and all costs to be inclusive in their quotation.

6. Extent of Services

The services to be provided in terms of this project are inextricably linked to the employer's three-year capital budget cycle. All services to be provided and construction works to be executed shall therefore be programmed to make full use of, but not exceed, the budget provision in any given financial year.

It should be noted that while the employer has every intention of completing the full scope of work making full use of the budget provision given, the employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the SANBI Independent Contractor Agreement.

The service provider is required to provide all aspects of the service with reasonable care, diligence and skill in accordance with generally accepted professional techniques and

standards, and ensure that all legal requirements are met, and that all legal processes are adhered to.

7. Reporting and Management

- While the contractor will be working with a number of SANBI staff, final accountability rests with the SANBI project manager.
- Payment on approval of deliverables by the SANBI project manager.
- All reports must be in Microsoft Word and/or Excel.
- An electronic version of all reports must be submitted.

8. Compulsory Briefing Session

No briefing session or site inspection will be held.

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

Department: Supply Chain Management

Email: S.SCM-Quotations@sanbi.org.za and R.modiba@sanbi.org.za

Cc: t.mupudzi@sanbi.org.za

Cut-off date for enquiries: 31 July 2023 at 12:00pm

Service providers are encouraged to arrange a site visit and can make the necessary arrangements with the garden curator Mr Mufhati Bulannga on 015 962 4258 or email m.bulannga@sanbi.org.za

9. Nature of appointment and contractual arrangement

Appointment:

- Contract duration: 2 months

Contract and payment:

- The contract will be drawn up between SANBI and the service provider.
- Invoices will be paid for upon deliverables received.
- Invoices must indicate the deliverable produced. No upfront payments will be made.

- SANBI will pay for the satisfactory completion of work within 30 days of submission of invoice.
- In the case of invoices to SANBI they must be addressed to the SANBI project manager.

10. Potential service providers are required to submit the following Mandatory documentation:

- SBD forms (SBD 1, 4 and 6.1). The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- The specific goals allocated in terms of this RFQ are as follows:
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of race. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% black ownership = 10 points.
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% female ownership = 10 points
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.
- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- Proof of Public Liability Insurance.
- Fraud and Corruption
 - Any effort by a Bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned. SANBI shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act, or any other improper conduct in bidding for any other work.
 - SANBI may disregard any submission if that Bidder, or any of its directors -
 - have abused the Supply Chain Management (SCM) system of any Government Department/ institution; have committed proven fraud, corruption or any other improper conduct in relation to such system; have failed to perform on any previous contract and the proof thereof exists; and/or
 - is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- It is estimated that tenderers should have a CIDB contractor grading designation of **Level 2 GB** or higher.
- Quotations must include cost breakdown of all the specifications and the price must be VAT inclusive.

11. Closing date for quotations

The closing date for submission of responses is **04 August 2023 at 11:00 AM**.
Submissions should be e-mailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@sanbi.org.za.

For Technical information, contact Mr Tanaka Mupudzi on 012 843 5000 or e-mail T.Mupudzi@sanbi.org.za

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

CONTRACT CONDITIONS AND DAT

1. 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 (August 2010)** 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 (2017 Edition)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

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 submission. The Addendum must be completed in full and included in the submission documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

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CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 **Employer:** South African National Biodiversity Institute

[1.2]

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
	eMail:	c.willis@sanbi.org.za		
1.2 [5.1]	Principal Agent:	BVi Consulting Engineers	Person :	Boitumelo Matyeka
	Postal Address:	PO Box 2967, Pretoria	Code:	0001
	Tel No.:	012 940 1111	Fax No.:	012 940 1123
	eMail:	boitumelom@bvi.co.za		
1.2 [5.2]	Agent (1):	BVi Consulting Engineers	Person :	Boitumelo Matyeka
	Agent's Service:	Civil Engineer		
	Postal Address:	PO Box 2967, Pretoria	Code:	0001
	Tel No.:	012 940 1111	Fax No.:	012 940 1123
	eMail:	boitumelom@bvi.co.za		
1.3 [5.2]	Agent (2):	BVi Consulting Engineers	Person :	Desmond Brand
	Agent's Service:	Architect		
	Postal Address:	PO Box 2967, Pretoria	Code:	0001
	Tel No.:	012 940 1111	Fax No.:	012 940 1123
	eMail:	desmondb@bvi.co.za		
1.4 [5.2]	Agent (3):	BVi Consulting Engineers	Person :	Albert Manamela
	Agent's Service:	Structural Engineer		
	Postal Address:	PO Box 2967, Pretoria	Code:	0001
	Tel No.:	012 940 1111	Fax No.:	012 940 1123
	eMail:	albertm@bvi.co.za		

1.5
[5.2] **Agent (4):** Enumerate Consulting CC **Person** Faheem Ismail
Agent's Service: Quantity Surveyor
Postal Address: PO Box 1652, Killarney **Code:** 2041
Tel No.: 011 646 7765 **Fax No.:**
eMail: faheem@enumerate.co.za

1.6
[5.2] **Agent (5):** Safetyrise Consultants **Person** Rose Matete
Agent's Service: Health & Safety Agent
Postal Address: PO Box 2341, Bloemfontein **Code:** 9300
Tel No.: 072 815 0977 **Fax No.:**
eMail: rose.safetyrise@gmail.com

1.7
[5.2] **Agent (6):** **Person**
Agent's Service:
Postal Address: **Code:**
Tel No.: **Fax No.:**
eMail:

1.8
[5.2] **Agent (7):** **Person**
Agent's Service:
Postal Address: **Code:**
Tel No.: **Fax No.:**
eMail:

1.9
[5.5] **Interest of Principal Agent or other Agent in the project.** (Yes / No) **No**
 Details where "yes": N/A

- 1.10 The **Principal Agent** named in 1.2 above is responsible for the preparation of the **Contract Data** schedule and must be contacted should the **Contractor** be uncertain of the information provided or to be provided. Failure to complete the **Contract Data** schedule in full may result in the bidder being disqualified.

2.0 CONTRACT AND SITE INFORMATION

2.1 [1.7] The **law** applicable to this **agreement**: (Country State) / **RSA**

2.2 [1.1] **Works** identification: **APPOINTMENT OF A CONTRACTOR FOR THE FOR THE REHABILITATION OF THE CURATORS HOUSE AT THE THOHOYANDOU NATIONAL BOTANICAL GARDEN IN THOHOYANDOU**

2.3 [1.1] Site description: **Thohoyandou Botanical Garden, Limpopo**

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 (Yes No) / **No** (No. sections) of **N/A**

2.7 [3.3], [31.16.2] Waiver of the **Contractor's** lien or right of continuing possession is required. (Yes No) / **Yes**

2.8 [16.1] Defined restrictions to the **site** area. Where "yes" the specific requirements are described below or detailed in the **contract documents**. (Yes No) / **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)	Yes
2.10 [16.6]	Existing premises will be occupied. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
2.11 [16.7]	Provision of temporary services is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes
2.11.1	Water	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
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) A
2.11.3	Telecom	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
2.11.4	Ablutions	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (Contractor cost)	(A, B or C) A
2.12 [16.8]	Protection of existing trees and shrubs is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)	Yes

3.0 INSURANCE AND SECURITIES

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

[11.1.2-3],
 [12.1]

Type:

N/A

For the sum of:

(Amount)

N/A

With a deductible of:

(Amount)

N/A

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

4.1 For the **works** as a whole:
 [24.3.1] The **Date** for **Practical Completion** and
 , [30.1-36] the **Penalty** per **calendar day** is:

Date

2 Calendar Months after date of Site Handover, including builders' holiday period(s)

Penalty Amount

Penalty per Calendar Day: **R 0.0275 per R100** of Contract Sum (excluding VAT) per Calendar Day

Or

4.2 For the **works in sections**:
 [24.3.1] The **Date** for **Practical Completion** and the **Penalty** per **calendar day** is:
 , [28.1]

	Date	Penalty Amount
Section 1	N/A	N/A
Section 2	N/A	N/A

5.0 DOCUMENTS AND GENERAL

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

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

5.3 [3.10]	The Contractor shall provide a schedule of rates.	(Yes No)	/	No	(Addendum No.)	Refer to Bills 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 quotation, the priced document is to be submitted within the stated working days .	(No. days)	of			Priced document to be submitted with quotation
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 certificates to be issued by:	(Date of Month)				25th
5.8 [4.1]	The following items of works shall be supplied by the Contractor:					
	(1) <u>Roof sheeting certificate of compliance</u>	(2) <u>Roof structure certificate of compliance (If applicable)</u>				
	(3) <u>Electrical certificate of compliance</u>	(4) <u></u>				
	(5) <u></u>	(6) <u></u>				

EPWP Requirements:

Payment for the labour-intensive component of the works

Payment for works identified by the contractor in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work.

Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Linkage of payment for labour-intensive component of works to submission of project data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the Employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the

Employer. The Contractor's invoices shall not be paid until all pending labour information has been submitted.

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

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** Sub-contractors. 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 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 **Principal 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**.

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 within 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 quotations. Where necessary, should any of the above information need to be varied, Bidders will be forthwith informed thereof in writing.

.....
Principal Agent

.....
Date

Contract Data: Contractor to Employer (CE)

Contractor Addendum Code 2101-CE

Introduction

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Reference Clauses

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4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE QUOTATION

1.0 CONTRACTING PARTY

1.1 Contractor:
 [1.2]

Postal Address:	_____	Code:	_____
Physical Address:	_____	Code:	_____
		eMail:	_____
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. Option A

- 1 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. Option B

- 2 Calculated from the priced items in the **Bills of Quantities**. 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 dis-establishment charge

All inclusive of **tax**.

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

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

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

Should the **Contractor** and the **Principal Agent** be unable to agree such division then the **Principal Agent** shall make a division of the amount of Preliminaries to be incorporated in the valuations of each monthly **payment certificate**.

3.2 Adjustment of Preliminaries

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

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

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. **Option A**

1 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. **Option B**

2 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. **Payment certificate cash flow**

3 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 to 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

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.

Description of the Works

Employer's Objectives

REHABILITATION OF THE CURATORS HOUSE AT THE THOHOYANDOU NATIONAL BOTANICAL GARDEN IN THOHOYANDOU

Extent of the Works

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

The following is a brief outline of the scope of works:

- Rehabilitation of existing curators house

Location of the Works

The project is located at the Thohoyandou Botanical Garden, Thohoyandou, Limpopo

Construction

Construction Standards

The Model Preambles for Trades (2017 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 quotation 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 (for all Structural and Civil Work).

The SANS 1200 Standardised Specification publications are available from Standard South Africa, Private Bag X191, Pretoria, 0001.

Plant and Materials

Plant and Materials Supplied by the Employer

None

Materials, Samples and Shop Drawings

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

Construction Equipment

Requirements for Equipment

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

Equipment Provided by the Employer

None

Existing Services

Known Services

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

Treatment of Existing Services

Contractor to use caution.

Use of Detection Equipment for the Location of Underground Services

At Principal Contractor's discretion.

Damage to Services

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

Site Establishment

Services and Facilities Provided by the Employer

None.

Facilities Provided by the Contractor

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

Storage

No requirements are specified.

Other Facilities and Services

No requirements are specified.

Vehicles and Equipment

No requirements are specified.

Advertising Rights

It is the Principal Contractor's responsibility that no suppliers advertise on site. Any advertisement(s) from

Suppliers shall be removed at the cost of the Principal Contractor.

Notice Boards

The Principal Contractor is allowed to place a Notice Board on site. The design should be in accordance with

the EPWP type of Notice Board (refer EPWP Specification Document appended).

Office Accommodation for Meeting Room

The Principal Contractor must provide a workstation and storage area per SMME (Office base may be subdivided per SMME)

Site Usage

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Principal Agent.

Features requiring special attention

Site Maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

Employment of un-skilled and semi-skilled workers in labour-intensive works

Requirements for the sourcing and engagement of labour

- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-4, Participation of Targeted Enterprises and Targeted Labour (local resources)

- (2) The rate of pay set for the EPWP shall not be less than the prevailing hourly wage rates as published by the Department of Labour (for Task Grade 1 – General Worker).

"In accordance with the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 Men, women, youth, disabled persons and the aged must receive the same pay for work of equal value."

- (3) Tasks established by the Contractor must be such that:

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.

- (4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

(5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:

- (a) where the head of the household has less than a primary school education;
- (b) that have less than one full-time person earning an income;
- (c) where subsistence agriculture is the source of income;
- (d) those who are not in receipt of any social security pension income.

(6) The Contractor must provide monthly statistics to the Client indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder. **Failure to provide the required statistics Council may withhold payment.**

Specific provisions pertaining to SANS 1914-4

Definition

Targeted labour:

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Contract participation goals

- a) The Contractor shall engage targeted labour and targeted enterprises directly in the performance of the contract to the extent that the total monetary value of such engagements, exclusive of any value added tax or sales tax required by law, expressed as a percentage of the net amount, is not less than the contract participation goal provided for in the contract.
- b) The Contractor shall submit details of his plan to achieve the contract participation goal on the contract participation goal implementation form contained in annex B, within five working day of being instructed to do so. If no such instructions are given, these plans shall be submitted before the submission of the first claim for payment.
- c) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-4, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-4

- (aa) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the Contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- (III) Training of targeted labour

- (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (2) The cost of the formal training of targeted labour, will be funded by the provisional sum allowed for in the Bills of Quantities.
- (3) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (4) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (5) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of h (III) (4) above.
- (6) Proof of compliance with the requirements of h (III) (1) to h (III) (5) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Employment of Local Labour

It is the intention that this Contract should make maximum use of the SMMEs and local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, no 75 of 1997, as determined by the Department of Labour.

The contractor shall also ensure that priority is given to unemployed people that fall within the following categories:

- a) Previously disadvantage groups
- b) Youth
- c) Women
- d) Special focus given to African people

- e) Preference given to south African citizens before foreign nations (Only foreign nationals with South African citizenship should be appointed)

Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

Sub-Contractors

All matters pertaining to subcontractors (including Selected Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

Testing and Quality Control

(i) Contractor to Engage Services of an Independent Laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Principal Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. .

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Principal Agent with copies of the results of all such testing carried out by the independent laboratory. For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the

Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Costs of Testing

(a) Costs of Testing

The costs of all testing carried out by the independent laboratory shall be borne by the Contractor and shall be deemed to be included in the bided rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional Tests Required by the Principal Agent

Additional testing required by the Principal Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Principal Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

Access to property

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties. Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

Monthly statements and payment certificates

The statement to be submitted by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bidden rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work. The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control. On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications

Management

Planning and Programming

General

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

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

The programme shall be produced by the Contractor as follows:

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

Submission of Programme

Within 10 (Ten) working days of been given possession of the site, the Contractor shall submit to the Principal

Agent for his review and acceptance a programme for the whole of the works showing the order in which the

Contractor proposes to execute the works. This programme becomes the baseline programme upon

acceptance by the Principal Agent. The baseline programme shall have regard to the contract completion dates,

any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not

conform with the baseline programme, the Principal Agent is entitled to require the Contractor to submit a

revised programme showing the order of activities necessary to ensure completion of the works by the contract completion dates.

The Contractor shall supply the Principal Agent with an electronic copy of each programme, together with a

print-out bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted

using Microsoft Project software.

Within 10 (Ten) working days of the Contractor submitting a programme complete with all the information

required by this clause to the Principal Agent for acceptance, the Principal Agent will accept the programme or

state reasons for not accepting the programme. If such reasons are given, the Contractor shall take account of

the reasons and resubmit the programme within 5 (five) working days.

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

The programme shall at minimum contain:

a) Time Scale (minimum):

- i. Days, where the period does not exceed three months. Weeks, where the project period exceeds three months.
- ii. Months, where the period does not exceed one year.
- iii. Years, where the project period exceeds one year.

b) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped.

Resources allocation and task dependency shall be indicated.

c) Start and Finish Dates: All tasks shall have specific start and finish dates.

- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- e) Progress Tracking: The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

The Contractor shall provide the Principal Agent with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area (and SMME contractor), with the program. In the method statement the Contractor must address at minimum the following items:

- a) sequence of the works for the relevant works area.
- b) target dates for the tasks identified in sequence of the works for the relevant works area.
- c) materials requirements.
- d) construction plant to be used.
- e) services affecting construction; and
- f) any factors that could affect construction progress after commencement.

The method statement must be approved by the Principal Agent before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor shall be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the program or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall, within one week after being notified by the Principal Agent, submit a revised program.

If the program is to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing the modifications to the original program necessary to ensure completion of the Works or any part thereof within the time for

completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as provided for in the Contract.

The approval by the Principal Agent of any program shall have no contractual significance other than that the Principal Agent would be satisfied if the work is carried out in accordance to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Principal Agent to instruct the Contractor to vary the program should circumstances make this necessary.

Default in submission of programme(s)

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.

Monthly Report

The Contractor shall report on a monthly basis on:

- a) Construction progress achieved, supported with an updated project programme, reasons for deviation from programme and plans to regain on lost time.
- b) Expenditures achieved on SMME contractor, supported by financial SMME account statement.
- c) Expanded Public Works Programme statistics.
- d) Test results for all works (including SMME contractors) completed during the months, with clear indication of areas to be reworked due to non-compliance to project specifications.
- e) Plant and equipment, clearly showing effective usage per day for the month, ie typically a usage percentage of the reporting period.
- f) Materials, including material on site, materials available from suppliers (i.e. the supplier has materials in stock for the project or will meet project demands), and quality of materials (compliance with issued specification, i.e. block colours and strength).
- g) Training achieved, including formal and informal training sessions.
- h) Cash flow projections, taking into account already expended values.

NOTA BENE: Failure on the part of the Contractor to submit any of the above reports on the 25th day of each month (or the previous workday for the applicable month) until the issue of the Certificate of Completion shall give effect to a penalty, which shall not be reversible.

Security

The Contractor shall be responsible to provide security on site(s) as he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.