SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER

QUOTATION No. Q11309/2024

MARCH 2025

NAME OF TENDERER:

TENDER AMOUNT:

CLOSING DATE: 20 March 2025

CLOSING TIME: 11H00am

The Director SCM
South African National Biodiversity Institute
Pretoria National Botanical Garden
2 Cussonia Avenue, Biodiversity Centre
Brummeria
Pretoria, 0184

SANBI
Biodiversity for Life
South African National Biodiversity Institute

Tender Notice and Invitation to Tender

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

The South African National Biodiversity Institute (SANBI) requires a service provider for plumbing maintenance and repairs for a period of five years at the Karoo Desert National Botanical Garden, Worcester.

Tender documents will be available as from **28 February 2025** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

There will be **NO** compulsory briefing meeting.

(a) CIDB registration

Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **1 SO** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

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

(b) National Treasury Central Supplier Database

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

(c) In addition to the requirements of the Condition of Tender, offers will only be accepted if:

- the tenderer submits **a copy of the CSD registration report or registration number**.
- the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
- the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA).
- the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1. Stage 1: Eligibility and Administrative compliance

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

The criteria as identified in the Tender Data will be used to determine the tender's eligibility.

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

2. Stage 2: Functionality

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

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

Scoring quality

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

<table>
<tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr>
<tr><th>ID</th><th>CRITERIA</th><th>POINTS</th></tr>
<tr><td>1</td><td>Implementation method project plan
Method to be followed in delivering this project
Project plan - 20 points
Organogram of project team – 5 points</td><td>25</td></tr>
<tr><td>2</td><td><u>Contractor’s Experience</u>
Three relevant reference letters regarding work of similar scope and scale completed in the last ten (10) years. (Must be <u>Plumbing</u> work)
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>One relevant reference letter</td><td>5</td></tr>
<tr><td>Two relevant reference letters</td><td>10</td></tr>
<tr><td>Three relevant reference letters</td><td>15</td></tr>
</table>
List of at least five other <u>similar</u> (Plumbing) projects with <u>appointment letters</u> or <u>PO’s</u>, <u>completion certificates</u> and <u>telephonic references</u> indicating work of similar value completed in the last ten (10) years.
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>One relevant Project</td><td>5</td></tr>
<tr><td>Two relevant Projects</td><td>10</td></tr>
<tr><td>Three relevant Projects</td><td>15</td></tr>
<tr><td>Four relevant Projects</td><td>20</td></tr>
<tr><td>Five relevant Projects</td><td>25</td></tr>
</table>
<u>Notes:</u>
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.
• Appointment letters and reference letters must be on the <u>employer’s letterhead</u>, <u>dated</u> and <u>signed by the employer</u>.</td><td>40
(15)
(25)</td></tr>
</table>

<table>
<tr>
<td>3</td>
<td>
<u>Contractor's Resources: Proposed personnel</u>

CVs for proposed key personnel (Team Leader, Master Plumber & any other resources) indicating:

Previous work experience in Plumbing Works
Total number of years' working experience in Plumbing Works
Certified copies of Qualifications, certification or other recognised training courses completed
Provide proof of registration with the Plumbing Industry Registration Board or any other registrations

<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>CV experience of less than 5 years</td><td>5</td></tr>
<tr><td>CV experience of more than 5 years</td><td>10</td></tr>
<tr><td>CV experience of more than 10 years</td><td>15</td></tr>
<tr><td>CV experience of more than 15 years</td><td>20</td></tr>
</table>
</td>
<td>35

20</td>
</tr>
<tr>
<td>4</td>
<td>
<u>Locality</u>
Bidders must submit documentary proof of address to indicate that the company has an operating office/business in the province (Municipal account, Local Authority Letter, telephone account not older than three (3) months, signed lease agreement, etc.)
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>Office/business within the local municipality where the service is to be rendered</td><td>15</td></tr>
<tr><td>Office/business within the district where the service is to be rendered</td><td>10</td></tr>
<tr><td>Office/business within the province where the service is to be rendered</td><td>5</td></tr>
<tr><td>Office/business in other provinces</td><td>0</td></tr>
</table>
</td>
<td>15</td>
</tr>
<tr>
<td colspan="2">TOTAL</td>
<td>100</td>
</tr>
</table>

Functionality shall be scored by no less than three evaluators in accordance with the following schedules:

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

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

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

3 Stage 3: Tender Price and Specific Goals

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

3.1 Specific Goals

	Objective Goals	Targeted Score	Bidders Score
a	Categories of persons historically disadvantaged by unfair discrimination on the basis of race 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)**	10	
b	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	

Bid submission mandatory requirements

Bids must be submitted in the following format:

- SBD forms (SBD 1, 4, 6.1). The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- 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 with COIDA is required. The certificate should be issued by the Department of Labour.
- Proof of Public Liability Insurance
- It is estimated that tenderers should have a CIDB contractor grading designation of Level 1 SO or higher. Attach proof of registration.
- Any effort by the 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.
- Quotations must include cost breakdown of all the specifications and the price must be VAT inclusive.

- **NB: Failure to submit Mandatory requirements will result in disqualification.**

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 with a copy to Noloyiso Giyama at N.Giyama@sanbi.org.za.

Closing date for submission: **20 March 2025 @ 11:00am**

FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**
CONTRACT NO:	**Q11309/2024**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor for the South African National Biodiversity Institute (SANBI) requires a service provider for plumbing maintenance and repairs for a period of five years at the Karoo Desert National Botanical Garden, Worcester.

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) …….. ……Rand;

R…… (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) ……

Name(s) ……

Capacity ……

For the tenderer: ……

……

……
(Insert name and address of organisation)

Name &

signature of witness …… Date ……

……

Acceptance

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

The terms of the Contract are contained in

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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

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

Signature(s) ……

Name(s) ……

Capacity ……

For the Employer: ……

……

……
(Insert name and address of organisation)

Name & signature of witness …… Date ……

……

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

FOR THE TENDERER:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

[Name and address of organisation]

Name and signature of witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

[Name and address of organisation]

Name and signature of witness _____ Date _____

CONFIRMATION OF RECEIPT

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

The ..... *[day]*

of ..... *[month]*

20 ..... *[year]*

at .....*[place]*

For the Contractor: .....
Signature

.....
Name

.....
Capacity

Signature and name of witness: .....
Signature

.....
Name

PROJECT TITLE:	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**
CONTRACT NO:	***Q11309/2024***

C.1.2 Contract Data

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

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

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

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

C.1.2.1 Contract Data: Employer to Contractor (EC)

Introduction

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

Definitions

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not quality 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]

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 *[1.2]*	**Employer:**	South African National Biodiversity Institute		
	Postal Address:	Private Bag X101, Silverton, Gauteng	**Code:**	0184

	Physical Address:	Pretoria NBG 2 Cussonia Avenue, Brummeria, Gauteng	**Code:**	0184
	Tel no.:	012 843 5000	**Fax no.:**	012 843 5205
	VAT no.			
	E-mail:			

1.2 *[5.1]*	**SANBI Representative:**		**Person:**	Carin Jacobs
	Postal Address:	Karoo Desert NBG 108 Roux Road, Panorama, Worcester	**Code:**	6850
	Tel no.:	023 347 0785	**Fax no.:**	
	E-mail:	c.jacobs@sanbi.org.za		

1.9 *[5.5]* **Interest of principal agent or other agent in the project.** (Yes / No) **No**

Details where "yes": **N/A**

1.10 The **principal agent** named in 1.2 above is responsible for the preparation of the **contract data** schedule and must be contacted should the **contractor** be uncertain of the information provided or to be provided. Failure to complete the **contract data** schedule in full may result in the tender being disqualified.

2.0 CONTRACT AND SITE INFORMATION

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

2.2 *[1.1]* **Works** identification: **THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**

2.3 *[1.1]* Site description: **Karoo Desert National Botanical Garden, Worcester**

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 years**

2.6 *[15.4], [28.0]* Completion of the works in **sections** is required. (Yes / No) **No** (No. of sections) **N/A**

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

2.8 *[16.1]*	Defined restrictions to the **site** area. Where "yes" the specific requirements are described below or detailed in the **contract documents**.			(Yes / No)	**Yes**
2.9 *[16.4]*	Geotechnical investigation of the **site** has been undertaken. Where "yes" the results are included in the **contract documents.**			(Yes / No)	**N/A**
2.10 *[16.6]*	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the **contract documents.**			(Yes / No)	**No**
2.11 *[16.7]*	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**			(Yes / No)	**Yes**
	2.11.1 **Water**	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	**B**
	2.11.2 **Electricity**	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	**B**
	2.11.3 **Telecom**	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	**A**
	2.11.4 **Ablutions**	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	**A**
2.12 *[16.8]*	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**			(Yes / No)	**Yes**

3.0 INSURANCE AND SECURITIES

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

3.4 *[11.1.1]*	Support insurance to be effected by:	(Employer / Contractor)	**N/A**
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**
3.5 *[11.1.2-3], [12.1]*	Special insurance to be effected by:	(Employer / Contractor)	**N/A**
	Type:	**N/A**	
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 *[24.3.1], [30.1-36]*	For the **works** as a whole: The date for **practical completion** and the **penalty** per **calendar day** is:	**5 years after date of site handover**	**R 500-00 per calendar day (Excl. VAT)**

Or

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

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

5.0 DOCUMENTS AND GENERAL

5.1 *[3.7]*	Construction document copies to be supplied to the **contractor** free of charge.	(No. of copies)	**3**		
5.2 *[3.9]*	The **priced document** may be used as a specification of **materials and goods** and work methods.	(Yes / No)	**Yes**		
5.3 *[3.10]*	The **contractor** shall provide a schedule of rates.	(Yes / No)	**No**	(Addendum No.)	**Refer to Bill of Quantities**
5.4 *[3.11]*	Changes made to **JBCC** standard documents.	(Yes / No)	**Yes**	(Addendum No.)	**Refer to Point 6 below**

5.5 *[15.1.1]*	On acceptance of the tender the **priced document** is to be submitted within the stated **working days.**	(No. of days)	**Priced document to be submitted with Tender**	
5.6 *[22.2]*	Work to be undertaken by **direct contractors.**	(Yes / No)	**No**	(Addendum No.) **N/A**

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

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

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

(1)	All Plumbing COC's where required	(2)	
(3)		(4)	
(5)		(6)	

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

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

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

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

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

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

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

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 *[9.3]* *Add the following clause:*

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

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

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

6.8 *Add the following clause:*
[11.2]

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

6.9 *Add the following clause:*
[11.3]

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

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

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

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

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

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

Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **defects** list. Should the **Employer**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.33 *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**
[34.10] within thirty (30) **calendar days** of the date of issue of the final **payment certificate** subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.

6.37 *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 with one (1) year from the date of existence of the dispute, failing which the dispute shall lapse.

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

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

8.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....
Principal Agent

.....
Date

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

Introduction

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

Definitions

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in **bold text** and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not quality 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]*

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1 *[1.2]* **Contractor:** _____

Postal Address: _____ **Code:** _____

_____

Physical Address: _____ **Code:** _____

_____ **E-mail:** _____

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

VAT no.: _____

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1 *[14.3]*	Variable Construction Guarantee	(Yes / No)	
2.1.2 *[14.4]*	Fixed Construction Guarantee and Payment Reduction	(Yes / No)	
2.1.3 *[14.5]*	Advanced Payment is required. Where "Yes"	Amount	**N/A**
2.1.4 *[14.5]*	An Advance Payment Guarantee to be provided	(Yes / No)	**No**

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 Payment of preliminaries

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

3.1.1 Option A

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

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

All inclusive of **tax.**

3.1.2 Option B

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

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

All inclusive of **tax.**

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

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

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

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

3.2 Adjustment of preliminaries

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

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

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

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

All inclusive of **tax.**

3.2.1 Option A

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

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

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

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

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

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

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

All inclusive of **tax.**

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

3.2.2 **Option B**

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

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

3.2.3 **Payment certificate cash flow**

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

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

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

5.0 THE TENDER

5.1 This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.

5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.

5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.

5.4 The lowest or any tender will not necessarily be accepted.

5.5 This tender shall remain in full legal force for **one hundred and twenty (120) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.

5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.

5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

5.8	**TENDER SUM COMPILATION**	**Amount**
5.8.1	Tenderer's work including **prime cost amounts**	R
5.8.2	**Employer allowances** stated by the **principal agent**	R
5.8.3	**SUB TOTAL**	R
5.8.4	*Add* **tax** on 5.8.3	R
5.8.5	**TOTAL TENDER SUM inclusive of tax**	R
5.8.6	Tender Sum in words	

Thus done and signed at ..... on .....

.....	.....
Name of Signatory	Capacity of Authorised Signatory
.....	.....
As witness	for and on behalf of the Tenderer who warrants authorisation hereto

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is ……

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

Physical address:	Postal address:
.....	.....
.....	.....
.....	.....
.....	.....

Telephone: .....

Fax: .....

Email: .....

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:……

Physical Address:…….

"Employer" means:……

"Contractor" means:……

"Engineer" means:……

"Works" means:…….....

"Site" means:……

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

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

Amount in words:…….

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

Amount in words:…….

"Expiry Date" means:……

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed at ……...

Date……

Guarantor's signatory (1) ……..

Capacity ……..

Guarantor's signatory (2) ……..

C2 Pricing Data

PROJECT TITLE:	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**
CONTRACT NO:	**Q11309/2024**

1. GENERAL INFORMATION

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

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

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

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.

2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.

3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.

4. The total tender price as carried forward to the bid form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful tenderer. Tenderers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.

5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.

6. The priced schedules of quantities of tender shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual tender prices and to rectify contradictions and thereby alter the total tender price as submitted. The acceptance of this tender does not preclude the principal agent from querying or requesting of the contractor to adjust the rates at any stage during the contract period or any extension thereto.

7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

8. The quantities in these schedules of quantities shall not be used for the ordering of materials.

9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.

10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.

11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

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

12. Should the contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the tenderer should have been brought into account unless so detailed in the accompanying letter.

13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.

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

Schedule of Quantities

PROJECT TITLE:	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**
CONTRACT NO:	**Q11309/2024**

NB – TENDERES MUST COMPLETE THE SCHEDULE IN BLACK INK.

Item No	Description	Unit	Quantity	Amount (Incl. VAT)
2	**ITEM**			
2.01	Geyser 100L	No.	1	
2.02	Geyser 150L	No.	1	
2.03	Geyser 200L	No.	1	
2.04	Supply thermostat 100L geyser	No.	1	
2.05	Supply thermostat 150L geyser	No.	1	
2.06	Supply thermostat 200L geyser	No.	1	
2.07	Supply element 100L geyser	No.	1	
2.08	Supply element 150L geyser	No.	1	
2.09	Supply element 200L geyser	No.	1	
2.10	Supply valve 100L geyser	No.	1	
2.11	Supply valve 150L geyser	No.	1	
2.12	Supply valve 200L geyser	No.	1	
2.13	Supply geyser drip tray valve connector	No.	1	
2.14	15 mm straight connex adaptor	No.	1	
2.15	15 mm connex elbow	No.	1	
2.16	15 mm male connex adaptor	No.	1	
2.17	15 mm male connex elbow	No.	1	
2.18	15 mm female connex adaptor	No.	1	
2.19	22mm polly pipe x 100m	No.	1	
2.20	15mm connex Tee	No.	1	
2.21	22mm connex elbow	No.	1	
2.22	22mm connex Tee	No.	1	
2.23	22mm straight connex elbow	No.	1	
2.24	22mm female connex adaptor	No.	1	
2.25	22mm male connex adaptor	No.	1	
2.26	22mm female connex Tee	No.	1	
2.27	22mm to 15mm female reduce Tee	No.	1	
2.28	22mm copper pipes length	No.	1	
2.29	Repairs or replacement of stop cocks and gate valves.	No.	1	
2.30	Servicing of waterless urinals and valves	No.	1	
2.31	Grease Trap Cleaning and servicing	No.	1	
2.32	Drain Camera Inspections	No.	1	

NB: It may not be feasible to include every item on the BoQ and as such should material which is not on the BoQ be required then such items will be requested from the service provider in a written quotation to supply and install such items.

YEAR 1

Labour	Unit Rate	QTY	Normal Hours Rate (8am – 5pm)	After hours rate (5pm – 8am)	Weekend hours rate	Total
Call out fee	Hour	1	R	R	R	R
Qualified plumber	Hour	1	R	R	R	R
Plumber assistant	Hour	1	R	R	R	R
SUBTOTAL						R
VALUE ADDED TAX (VAT) @15%						R
TOTAL PRICE YEAR 1						R

YEAR 2

Labour	Unit Rate	QTY	Normal Hours Rate (8am – 5pm)	After hours rate (5pm – 8am)	Weekend hours rate	Total
Call out fee	Hour	1	R	R	R	R
Qualified plumber	Hour	1	R	R	R	R
Plumber assistant	Hour	1	R	R	R	R
SUBTOTAL						R
VALUE ADDED TAX (VAT) @15%						R
TOTAL PRICE YEAR 2						R

YEAR 3

Labour	Unit Rate	QTY	Normal Hours Rate (8am – 5pm)	After hours rate (5pm – 8am)	Weekend hours rate	Total
Call out fee	Hour	1	R	R	R	R
Qualified plumber	Hour	1	R	R	R	R
Plumber assistant	Hour	1	R	R	R	R
SUBTOTAL						R
VALUE ADDED TAX (VAT) @15%						R
TOTAL PRICE YEAR 3						R

YEAR 4

Labour	Unit Rate	QTY	Normal Hours Rate (8am – 5pm)	After hours rate (5pm – 8am)	Weekend hours rate	Total
Call out fee	Hour	1	R	R	R	R
Qualified plumber	Hour	1	R	R	R	R
Plumber assistant	Hour	1	R	R	R	R
SUBTOTAL						R
VALUE ADDED TAX (VAT) @15%						R
TOTAL PRICE YEAR 4						R

YEAR 5

Labour	Unit Rate	QTY	Normal Hours Rate (8am – 5pm)	After hours rate (5pm – 8am)	Weekend hours rate	Total
Call out fee	Hour	1	R	R	R	R
Qualified plumber	Hour	1	R	R	R	R
Plumber assistant	Hour	1	R	R	R	R
SUBTOTAL						R
VALUE ADDED TAX (VAT) @15%						R
TOTAL PRICE YEAR 5						R

TOTAL BID PRICE from YEAR 1 to YEAR 5 for call out fee and labour (qualified plumber and plumber assistant):

Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Grand Total (Total Bid Price)
R	R	R	R	R	R

Bidders to take note that their **Total Bid Price** evaluation will be on the total price for the call out fee and labour rate per hour. The material portion pricing will not be used for evaluation purposes.

Scope of Work

PROJECT TITLE:	**THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR PLUMBING MAINTENANCE AND REPAIRS FOR A PERIOD OF FIVE YEARS AT THE KAROO DESERT NATIONAL BOTANICAL GARDEN, WORCESTER**
CONTRACT NO:	**Q11309/2024**

SCOPE OF WORK

EMPLOYER'S OBJECTIVES

The Employer's objective is to appoint a service provider for plumbing maintenance and repairs for a period of five years at the Karoo Desert National Botanical Garden in Worcester.

LOCATION OF THE WORKS

The works is located at the Karoo Desert National Botanical Garden in Worcester.

DESCRIPTION OF SITE AND ACCESS

The garden is easily accessible via public roads. The garden is open to visitors, extra caution must be practiced when driving and working in the botanical garden.

TEMPORARY WORKS

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

DESIGN SPECIFICATIONS

All plumbing installation to be as per SANS and materials to be SABS approved and installed by competent resources.

OPERATING HOURS

The service provider will be required to provide services during working hours from 08:00 – 17:00.

Breakdowns:
After a fault has been logged and forward to the contractor, the contractor shall be expected to minimize the maintenance down-time until the system component is fully operational. Should the contractor not respond within the maximum down-time, SANBI may arrange, at the cost of the contractor, for the necessary repair work to be done by other service providers.

Should the actual down-time exceed the maximum down-time the contractor shall be liable to a payment reduction for the difference between actual down-time and maximum down-time.

- Emergency breakdowns – the contractor shall attend to the repair within **4 hours**, from notification time of the breakdown.
- Ordinary breakdown – maximum down-time allowed is **1 day**
- Malicious damage – maximum down-time allowed is **1 day**

DESCRIPTION OF THE WORKS

1.1. GENERAL

Should any requirement or provision of the Project Specification conflict with any requirement or provision of any other specification section or clause that are applicable to the Contract or any drawing, the prevailing specification will be in the following order:

a. Particular Specification
b. Project specifications
c. Drawings not available
d. General Specification

1.2. SCOPE OF CONTRACT

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

- Establishment;
- Transportation of labour and materials to Karoo Desert NBG;
- Maintenance and repairs of the identified faulty plumbing works;
- Preventative, corrective and breakdown maintenance of the identified plumbing works;

1.3. CONSTRUCTION WORKS SPECIFICATION

PORTION B

PA HEALTH AND SAFETY SPECIFICATION

PA1 DESCRIPTION OF WORK

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

- Establishment;
- Transportation of labour and materials to Karoo Desert NBG;
- Maintenance and repairs of the identified faulty plumbing works;
- Preventative, corrective and breakdown maintenance of the identified plumbing works;
- 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;

PA2 DESCRIPTION OF THE SITE

The site is located at the Karoo Desert National Botanical Garden in Worcester.

PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014

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

PA4 POTENTIAL SOURCES OF RISK

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

- Excavation work where applicable
  Ground conditions for the purposes of safe excavation shall be assessed by a competent person.
  The ground type and condition and water table shall be logged in accordance with Civil Engineering practice.
- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders and working at heights
- Dust
- Explosives

PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

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

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

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

PA5.3 Occupational Health and Safety Act Section 37(2) Agreements
The Principal Contractor, as well as all contractors, must sign the Client's Section 37(2) agreement before commencement of their particular work.
For purposes of general communication regarding construction work progress, the Client appoints the Engineer.

PA6 CONTRACTOR HEALTH AND SAFETY PLANS

Each contractor and sub-contractor working on the site must prepare a Health and Safety Plan to address and manage all applicable sources of risk as per items under point 4 of this specification as well as any other sources of risk which are identified during the contractor's own risk assessments. The Principal Contractor

shall in corporate these into a single Health and Safety Plan for the execution of the entire contract works ("the Health and Safety Plan"). Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans which must then be submitted to the Client for approval.

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

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

PA7 ADDITIONAL DUTIES OF PRINCIPAL CONTRACTOR

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

PA8 GENERAL

i) Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the Principal Contractor of any of its obligations or liabilities.
ii) The Client shall not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

PA9 MEASUREMENT AND PAYMENT

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