

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)**

|             |             |               |                   |               |         |
|-------------|-------------|---------------|-------------------|---------------|---------|
| RFQ NUMBER: | Q11604/2025 | CLOSING DATE: | 09 September 2025 | CLOSING TIME: | 11H00am |
|-------------|-------------|---------------|-------------------|---------------|---------|

**APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE.**

**IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF 1 GB LEVEL OR HIGHER.**

**A compulsory briefing session**

**Date: 29 August 2025**

**Time: 10:00**

**Venue: Mokopane Biodiversity Conservation Centre, Thabo Mbeki Drive / Route R101 North, Mokopane, Limpopo. 0601.**

**BID RESPONSE DOCUMENTS MAY BE E-MAILED TO BELOW ADDRESSES:**

Submission of proposals: Proposals must be emailed to [S.SCM-Quotations@sanbi.org.za](mailto:S.SCM-Quotations@sanbi.org.za)

**Failure to send to the above email address will result in your bid being disqualified.**

**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                                 | Mutshutshu Mammba     | CONTACT PERSON                          | Mark Howitt           |
| TELEPHONE NUMBER                               | 012 018 8307          | TELEPHONE NUMBER                        | 082 496 1800          |
| FACSIMILE NUMBER                               | n/a                   | FACSIMILE NUMBER                        | N/A                   |
| E-MAIL ADDRESS                                 | M.Mammba@sanbi.org.za | E-MAIL ADDRESS                          | M.Howitt@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 | <b>TICK APPLICABLE BOX</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | <b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |                               | <b>TICK APPLICABLE BOX</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> 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]1**

|                                                                                               |                                                                                    |                                                                          |                                                                                                      |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 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: .....

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 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:

.....

<sup>1</sup> 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.

### 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

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<sup>2</sup> 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.

## 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         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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:

|                                                           |           |                                                           |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

|                                                           |           |                                                           |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
| $Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | or        | $Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = 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) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race.<br>100% black ownership<br>(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof )            | 5                                                                                 |                                                                           |
| 2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.<br>100 % female ownership<br>(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                                                                                |                                                                           |
| 3. Categories of persons historically disadvantaged by unfair discrimination on the basis of disability.<br>100 % disability ownership<br>(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof) | 5                                                                                 |                                                                           |
| <b>Total</b>                                                                                                                                                                                                                                                                           | 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:** .....

.....

**Consent form in terms of section 11 of the Protection of Personal Information Act No 4 of 2013 (POPIA)**

In order for the South African National Biodiversity Institute (SANBI) to consider the bidder's response to the RFQ / RFP to become a service provider of the SANBI, it will be necessary for the SANBI to process certain personal information which the service provider may share with SANBI for the purpose of the RFQ / RFP, including personal information, which may include special personal information (all hereafter referred to as "Personal Information")

The SANBI will process the Service Provider's Personal Information in accordance with the SANBI Privacy Policy.

*Access to your Personal Information and purpose specification*

Personal Information will be processed by SANBI for purposes of assessing the service provider's submission in relation to the RFQ / RFP i.e. the purposes of assessing current services required by the SANBI. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that SANBI's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

*Consent* By [ticking/clicking] "Yes" and signing below, you agree and voluntarily consent to the SANBI's processing of the service provider's Personal Information for the purposes of evaluating its RFQ / RFP submission, including to confirm and verify any information provided in the submission and service provider gives SANBI permission to do so. The service provider understands that it is free to withdraw its consent on written notice to SANBI and the service provider agrees that the Personal Information may be disclosed by the SANBI to third parties, including SANBI's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa).

**Please note that if you withdraw your consent at any stage, we may be unable to process your RFQ / RFP.**

Yes

☐

No

☐

---

Supplier Name

Date

Signature

---

Authorised representative, who warrants that he/she is duly authorised.

**SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**



**TO APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE.**

**QUOTATION No. Q.11604/2025**

**AUGUST 2025**

NAME OF BIDDER: :-

---

TENDERED AMOUNT: :-

---

CLOSING DATE: :- **09 September 2025**

---

CLOSING TIME: :- **11H00**

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Request for Quotation (RFQ) Notice and Invitation to Bid

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES BIDDERS FOR THE PROVISION:

To APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE.

Request for Quotation (RFQ) documents will be available as from **15 August 2025** and will be available **ONLINE ONLY** on the SANBI website [www.sanbi.org](http://www.sanbi.org) (click on "Opportunities").

**A compulsorily briefing** session or site inspection will be held on **29 August 2025** at **10:00** at the **Mokopane Biodiversity Conservation Centre, Thabo Mbeki Drive / Route R101 North, Mokopane, Limpopo. 0601.**

(a) CIDB registration

Only those Service Providers 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 GB or Higher** class of construction work, are eligible to have their RFQ's evaluated.

Joint ventures are eligible to submit Bids provided that:

1. every member of the joint venture is registered with the CIDB;
  - a. the lead partner has a contractor grading designation in the **1 GB or Higher** class of construction work; and
  - b. 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 GB or Higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

(b) National Treasury Central Supplier Database

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD): The bidder must be on the National Treasury's Central Supplier Database to do business with the SANBI and for the SANBI to award a bid and sign the subsequent contract. Registration on the CSD ([www.csd.gov.za](http://www.csd.gov.za)) is compulsory and bids from unregistered bidders are not considered. National Treasury Contact Details: +27 (0) 12 406 9222 or email [csd.support@treasury.gov.za](mailto:csd.support@treasury.gov.za)

## PROPOSAL SUBMISSIONS

**Closing date for submission of responses: 09 September 2025 @ 11:00am**

Submission of proposals must be emailed to  
[S.SCM-Quotations@sanbi.org.za](mailto:S.SCM-Quotations@sanbi.org.za).

Queries relating to these Terms of Reference must be directed to  
Mr Mark Howitt at [m.howitt@sanbi.org.za](mailto:m.howitt@sanbi.org.za) , 082 496 1800 / 074 074 5879



|                |                                                                                                                                                                                    |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT TITLE: | TO APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE. |
| CONTRACT NO:   | Q.11604/2025                                                                                                                                                                       |

## FORM OF OFFER AND ACCEPTANCE

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

To APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE..

The Bidder (contractor), identified in the Offer signature block, has examined the documents listed in the RFQ Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of RFQ.

The bidder, 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 bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the bidders 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 bidder before the end of the period of validity stated in the RFQ Data, or other period as agreed, whereupon the bidder becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

### For the Bidder (Contractor):

Name(s) ..... Signature(s) .....

Capacity .....

Name and address of Bidder: .....

.....

.....

(Insert name and address of organisation)

Name & signature  
of witness:

Name(s) ..... Signature(s) .....

Date .....

## **ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder 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 RFQ Data and any Addenda thereto listed in the RFQ Schedules, as well as any changes to the terms of the offer agreed by the Bidder 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 Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

### **For the Bidder (Contractor):**

Name(s) ..... Signature(s) .....

Capacity .....

**Name and address of Bidder:** .....

.....

.....

*(Insert name and address of organisation)*

### **Name & signature of witness:**

Name(s) ..... Signature(s) .....

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 Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the RFQ Data and Addenda thereto as listed in the RFQ Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 RFQ Documents and the receipt by the Bidder 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 CONTRACTOR:**

**FOR THE EMPLOYER**

Signature(s)

Name(s)

Capacity

***Name and address of organisation:***

***Name and address of organisation:***

South African National Biodiversity Institute

2 Cussonia Avenue, Biodiversity Centre

Brummeria, Pretoria

Witness  
Signature

Witness Name

Date

## CONFIRMATION OF RECEIPT

The Bidder (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: | To APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE. |
| CONTRACT NO:   | Q.11604/2025                                                                                                                                                                       |

### C.1.2 Contract Data

|                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.1.2 Contract Data</b>                                                                                                                                                                                                                                                                            |
| The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a> |
| Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.                                                                                                                                                                             |

### Part 1: Data provided by the Employer

| Clause   | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.13 | Clause 1.1.1.13: Defects Liability Period<br><br>The Defects Liability Period is <b>12 months</b> , measured from the date of the Certificate of Completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.1.1.14 | Clause 1.1.1.14: Due Completion Date<br><br>The time for achieving Practical Completion <b>is four (4) weeks</b> after the commencement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.1.1.15 | The name of the Employer is The South African National Biodiversity Institute, represented by <b>Mr M Howitt</b> and/or such persons or person duly authorised thereto be the Employer in writing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.1.2  | The Employer's address for receipt of communications is:<br><br>Delivery Address:<br>Attention: Deputy Director: Supply Chain Management<br>Pretoria National Botanical Garden<br>2 Cussonia Avenue, Biodiversity Centre<br>Brunneria, Pretoria<br><br><b>Submissions should be e-mailed to <a href="mailto:S.SCM-Quotations@sanbi.org.za">S.SCM-Quotations@sanbi.org.za</a> with a copy to Ms. Mogapi at <a href="mailto:C.Mogapi@sanbi.org.za">C.Mogapi@sanbi.org.za</a>.</b><br><br><b>For further information, contact Mr Mark Howitt on e-mail <a href="mailto:M.Howitt@sanbi.org.za">M.Howitt@sanbi.org.za</a></b><br><br><b>PLEASE NOTE: Emailed applications must not be more than 8MB.</b> |
| 1.1.1.16 | The name of the engineer is:<br><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.2.1.2  | The address of the engineer is:<br><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.26 | <p>Clause 1.3.: Pricing Strategy</p> <p>The Pricing Strategy is a <b>Re-measurement</b> contract.</p>                                                                                                                                                                                                                                                                                                          |
| 3.1.3    | <p>Clause 3.1.3: Specific Approval of the Employer Required</p> <p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> <li>1 Clause 6.3: Variations</li> <li>2 Clause 5.11.1: Suspension of the Works</li> <li>3 Clause 5.12: Extension of Time for Practical Completion</li> </ol>     |
| 5.3.1    | <p>Clause 5.3.1: Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>Health and Safety Plan (Refer to Clause 4.3)</li> <li>Initial programme (Refer to Clause 5.6)</li> <li>Security (Refer to Clause 6.2)</li> <li>Insurance (Refer to Clause 8.6)</li> </ul>                                                |
| 5.3.2    | <p>Clause 5.3.2: Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is Fourteen (14) days.</p>                                                                                                                                                                                                                                   |
| 5.4.2    | <p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.</p>                                                                                                                                                                                                                                                                                      |
| 5.8.1    | <p>Clause 5.8.1: Non-Working Times</p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1) All gazetted public holidays falling outside the year end break.</li> <li>2) The year-end break commencing on 16 December 2025 and ending on 15 January 2026. Repeated for each year for the term of the contract.</li> </ol> |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-----------|---------|-----------|--------|----------|--------|------|--------|---------|--------|-------|---------|------|--------|----------|--------|-------|--------|--------|--------|----------|---------|
| 5.12.2.  | <p>Clause 5.12.2.: Some reasons for extension of time</p> <p>Clause 5.12.2.2: Abnormal climatic conditions.</p> <p>Add the following:</p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p>                                                                                                                                                                                                                                                                                                                                                        |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
|          | <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>9 days</td><td>May</td><td>5 days</td><td>September</td><td>6 days</td></tr><tr><td>February</td><td>9 days</td><td>June</td><td>4 days</td><td>October</td><td>9 days</td></tr><tr><td>March</td><td>10 days</td><td>July</td><td>4 days</td><td>November</td><td>9 days</td></tr><tr><td>April</td><td>8 days</td><td>August</td><td>5 days</td><td>December</td><td>10 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.</p> | January | 9 days | May       | 5 days  | September | 6 days | February | 9 days | June | 4 days | October | 9 days | March | 10 days | July | 4 days | November | 9 days | April | 8 days | August | 5 days | December | 10 days |
| January  | 9 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | May     | 5 days | September | 6 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| February | 9 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | June    | 4 days | October   | 9 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| March    | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | July    | 4 days | November  | 9 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| April    | 8 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | August  | 5 days | December  | 10 days |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 5.13.1   | <p>Clause 5.13.1: Penalty for Delay</p> <p>The penalty for failing to complete the Works is <b>R 400.00 per day</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 5.14.1   | <p>Clause 5.14.1: Achieving Practical Completion</p> <p>The requirements for practical completion <b>four (4) Weeks.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 5.16.3   | <p>Clause 5.16.3: Latent defect liability</p> <p>The latent defect period is <b>one (1) year</b> for the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.2      | <p>Clause 6.2: Security</p> <p>The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.8.2    | <p>Clause 6.8.2: Contract Price Adjustment</p> <p>Contract Price Adjustment: Is NOT applicable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.8.3    | <p>Clause 6.8.3: Variation in Cost of Special Materials</p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>                                                                                                                                                                                                                                                                                                                                                                        |
| 6.10.1.5 | <p>Clause 6.10.1.5: Interim Payments - Materials on Site</p> <p>N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.10.3   | <p>Clause 6.10.3: Retention Money</p> <p>The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2,5% upon the issue of the Certificate of Completion. The remaining 2,5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defect's liability period.</p> <p>Security plus Retention amount will not exceed 15% of the Contract Sum</p> |
| 6.10.4   | <p>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</p> <p>Replace "28 days" in the second last sentence with "30 days"</p>                                                                                                                                                                                                                                                                                                                                                                  |
| 6.10.6   | <p>Clause 6.10.6: Set-Off and Delayed Payments</p> <p>A guarantee in lieu of retention is not permitted</p>                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.10.6.2 | <p>Clause 6.10.6.2: Set-Off and Delayed Payments</p> <p>Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply"</p>                                                                                                                                                                                |
| 6.10.8   | <p>Clause 6.10.8: Contractor's completion statement</p> <p>Replace "28 days" in the last sentence with "30 days"</p>                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.10.9   | <p>Clause 6.10.9: Final payment certificate</p> <p>Replace "28 days" in the last sentence with "30 days"</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.12     | <p>Clause 6.12: Additional</p> <p>Add Clause 6.12 as follows:</p> <p>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>                                                                                                                                                    |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.6.1                  | <p>Clause 8.6.1: Insurance</p> <p>Add the following:</p> <p>Damage to the Works</p> <p>(a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. <b>The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary.</b></p> <p>(b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.</p> <p>(c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2.</p> <p>(d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.</p> |
| 8.6.1.1.2              | <p>Clause 8.6.1.1.2: Insurance</p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.6.1.1.3              | <p>Clause 8.6.1.1.3: Insurance</p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8.6.1.3                | <p>Clause 8.6.1.3: Insurance</p> <p>The limit of indemnity for liability insurance is <b>R1 000 000.00</b> for any single claim – the number of claims to be unlimited during the construction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.6.1.5                | <p>Clause 8.6.1.5: Additional Insurance</p> <p>Additional Insurance is required for the following:</p> <p>(a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(b) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10.5,<br>10.6,<br>10.7 | <p>Clause 10.5, 10.6, 10.7: Dispute Resolution</p> <p>Dispute resolution shall be by Arbitration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|    |                                                                                                                                                                                                                                                                                                                                                                                 |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | <p>Clause 12: Confidentiality</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p> |
| 13 | <p>Clause 13: Amendments in writing</p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</p>                                                                |

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

### 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) .....

## C1.4 LIST OF RETURNABLE DOCUMENTS

### Mandatory documentation required from the bidder:

Quotes must accompany the following documentation (Failure to submit this required documentation will lead to disqualification):

- 1) Duly completed and signed Standard Bidding Forms (SBD 1, 4 and 6.1) submitted with proposal.
- 2) A latest copy of the company Central Supplier Database (CSD) registration report.
- 3) The Proof of registration with the Construction Industry Development Board (CIDB) for Grade **1 GB or Higher**.  
It is estimated that bidders should have a CIDB contractor grading designation of Level **1 GB or Higher**.
- 4) Valid letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour or letter of intent
- 5) A valid proof of public liability or letter of intent.
- 6) A submission of official quotation with company's letterhead. Quotation must include cost breakdown of all the specification, and the price must be VAT inclusive.

**NB: SANBI reserve the right to verify and vet all provided documentation with relevant third parties in line with the POPIA regulation.**

### ADDITIONAL DOCUMENTATION REQUIRED FROM THE BIDDER

Each request for quotation document should also include the following documentation.  
 Failure to submit these documents will not result in disqualification, however, the information contained in them is required for evaluation purposes:

- i. Company Profile: Brief overview of the company with indication of its expertise relating to the scope of work.
- ii. **Three (3) traceable reference letters:** Provide signed traceable references letters from past clients where similar projects have been completed in the last five years.
  - The Reference letter is to include:
    - Company name (be on the Clients, company letter head)
    - Provide the contact's name and contact details
    - Project information: Description of project, contact starting date and completion date, and the rand value of the project.
    - Comment by the client pertaining to bidders' performance.
- iii. **Evidence of key personnel (site management)**  
 Level of expertise and qualifications / certification of site management personnel overseeing and directly engaged in supervising the defined scope of work relating to the project.
  - Defining to role / position of the person(s) on site and,
  - The curriculum vitae reflecting related experience and proof of qualification of qualified personnel).
- iv. **Methodology:**

A concise written summary of no more than five (5) pages that demonstrate the methodology of the approach, to be used for this project. Also indicating responsibilities of key project resources (resource identification, allocation and application).

- v. **Locality of Business:** The bidder must submit a documentary proof of address from the third (3rd) party to indicate that the company primary business address. (E.g., Municipal account, (E.g. Municipal account (not older than 3 months) or Property lease agreement in the bidder's name, etc.)  
 The business must be located within the province of Limpopo, in the preferred radius of 120km from the Mokopane Biodiversity Conservation Centre, Mokopane.

NB: SANBI reserve the right to verify and vet all provided documentation with relevant third parties in line with the POPIA regulation.

#### 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.

## C1.5 EVALUATION PROCESS

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

### PHASE 1

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

| Capability Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                 |              | Points |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|
| <b>Company Profile</b><br>(a) A Brief overview of the company with an indication of its expertise relating to the scope of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                 |              | 20     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Sub - Criteria</b>                                                                                                                                           | <b>Scale</b> |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | More than 5 years of experience in the relevant to the scope of work.                                                                                           | 20           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4 to 5 years of experience in the relevant to the scope of work.                                                                                                | 16           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3 to 4 years of experience in the relevant to the scope of work.                                                                                                | 12           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 to 3 years of experience in the relevant to the scope of work.                                                                                                | 8            |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1 to 2 years of experience in the relevant to the scope of work.                                                                                                | 4            |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Less than 1 years of experience in the relevant to the scope of work.                                                                                           | 0            |        |
| <b>Provide three (3) signed traceable reference letters for similar projects completed in the last five (5) years.</b><br>(a) Provide signed traceable references letters from past clients where similar projects have been completed in the last five years.<br>The Reference letter is to include:<br>Company name (be on the Clients, company letter head)<br>Provide the contact's name and contact details<br>Project information: Description of project, contact starting date and competition date, and the rand value of the project.<br>Comment by the client pertaining to bidders' performance |                                                                                                                                                                 |              | 20     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Sub- Criteria</b>                                                                                                                                            | <b>Scale</b> |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Three or more signed letters of reference with the required information use to assess the companies' deliverables of similar projects and positive performance. | 20           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Three or more signed letters of reference with some information, lacking but has contact details for verification of service provision.                         | 16           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Two signed letters of reference with the required information use to assess the companies' deliverables of similar projects and positive performance.           | 12           |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Two signed letters of reference with some information, lacking but has contact details for verification of service provision.                                   | 8            |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Less than two signed letters of reference.                                                                                                                      | 4            |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | No submission of signed letters of reference.                                                                                                                   | 0            |        |

| Capability Evaluation Criteria                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                     |              |  | Points |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--|--------|
| <b>Experience of key personnel (site management).</b><br>(a) Level of expertise and qualifications / certification of site management personnel overseeing and directly engaged in supervising the defined scope of work relating to the project: (Curriculum vitae and proof of qualification of qualified personnel). |                                                                                                                                                                                                     |              |  | 20     |
|                                                                                                                                                                                                                                                                                                                         | <b>Sub- Criteria</b>                                                                                                                                                                                | <b>Scale</b> |  |        |
|                                                                                                                                                                                                                                                                                                                         | More than 5 years of experience in the relevant field                                                                                                                                               | 20           |  |        |
|                                                                                                                                                                                                                                                                                                                         | 4 to 5 years of experience in the relevant field                                                                                                                                                    | 16           |  |        |
|                                                                                                                                                                                                                                                                                                                         | 3 to 4 years of experience in the relevant field.                                                                                                                                                   | 12           |  |        |
|                                                                                                                                                                                                                                                                                                                         | 2 to 3 years of experience in the relevant field.                                                                                                                                                   | 8            |  |        |
|                                                                                                                                                                                                                                                                                                                         | 1 to 2 years of experience in the relevant field.                                                                                                                                                   | 4            |  |        |
|                                                                                                                                                                                                                                                                                                                         | 0 years of experience in the relevant field.                                                                                                                                                        | 0            |  |        |
| <b>Methodology</b><br>(a) A concise written summary of no more than five (5) pages that demonstrate the methodology of the approach to be used for this project.                                                                                                                                                        |                                                                                                                                                                                                     |              |  | 20     |
|                                                                                                                                                                                                                                                                                                                         | <b>Sub- Criteria</b>                                                                                                                                                                                | <b>Scale</b> |  |        |
|                                                                                                                                                                                                                                                                                                                         | Breakdown of activities, with timelines and deliverables linked to the activities. Also indicating responsibilities of key project resources (resource identification, allocation and application). | 20           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Breakdown of activities, with timelines and deliverables linked to the activities                                                                                                                   | 16           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Breakdown of activities, with timelines or deliverables                                                                                                                                             | 12           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Breakdown of activities only.                                                                                                                                                                       | 8            |  |        |
|                                                                                                                                                                                                                                                                                                                         | Methodology general and irrelevant to the scope of work.                                                                                                                                            | 4            |  |        |
|                                                                                                                                                                                                                                                                                                                         | No methodology submitted                                                                                                                                                                            | 0            |  |        |
| <b>Locality of Business</b><br>(a) Bidders must submit documentary proof from a third (3 <sup>rd</sup> ) party to indicate the bidder's primary business address. (E.g. Municipal account (not older than 3 months) or Property lease agreement in the bidder's name, etc).                                             |                                                                                                                                                                                                     |              |  | 20     |
|                                                                                                                                                                                                                                                                                                                         | <b>Sub -Criteria</b>                                                                                                                                                                                | <b>Scale</b> |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of 1 to 40km from Mokopane BCC,                                                                                                   | 20           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of 41 to 80km from Mokopane BCC,                                                                                                  | 16           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of 81 to 120km from Mokopane BCC,                                                                                                 | 12           |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of 121km to 160km from Mokopane BCC,                                                                                              | 8            |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of 161 to 200km from Mokopane BCC,                                                                                                | 4            |  |        |
|                                                                                                                                                                                                                                                                                                                         | Companies who have rendered similar scope of work within a radius of greater than 200km from Mokopane BCC,                                                                                          | 0            |  |        |
|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                     |              |  | 100    |

Bids that fail to score a minimum of **70 points out of 100** points for functionality will not be eligible for further consideration.

## PHASE 2

### **Organizational Procurement goals and Pricing**

In accordance with stipulated guidelines provided by National Treasury and that SANBI as an organ of the state is required to comply with section 10 (b) of the B-BBEE Act and to implement organizational “Specific Goals” pertaining to preferential procurement policy. The revised 80 / 20-point system is to be applied with this procurement evaluation, where price contributes 80 points and the maximum of 20 points will be awarded based on stipulated SANBI’s Specific Goals as defined below:

| Specific Goal                                                                                                                                                                                                                                                     | Total Points |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Categories of persons historically disadvantaged by unfair discrimination based on race.<br>(Information will be verified on CSD report.<br>Points will be allocated based on the percentage of ownership per goal) <b>Black ownership = 5 points</b>             | (5)          |
| Categories of persons historically disadvantaged by unfair discrimination based on gender.<br>(Information will be verified on CSD report.<br>Points will be allocated based on the percentage of ownership per goal) <b>Female ownership = 5 points</b>          | (10)         |
| Categories of persons historically disadvantaged by unfair discrimination based on disability.<br>(Information will be verified on CSD report.<br>Points will be allocated based on the percentage of ownership per goal) <b>Disability ownership = 10 points</b> | (5)          |
| <b>TOTAL</b>                                                                                                                                                                                                                                                      | <b>20</b>    |

Note: if supporting documents are not provided for evaluation the allocated score would be “zero”, or where the provided documents are ambiguous and/or unclear to evaluate requiring that assumptions are to be made, to clarify the provided documentation the allocated score would be “zero”.

With a “Zero” rating it does not disqualify the Service Provider from the RFQ process. The RFQ will be awarded to the highest combined score (80 plus 20) out of 100 points.

## EVALUATION AND AWARDDING

The successful Service Provider will be appointed by the issuing of an appointment letter, and where applicable a service level agreement. Once the appointment letter and where applicable the service level agreement is signed, an official purchase order will be issued.

### **INFORMATION PROVIDED BY SANBI**

There are currently no drawings available or geotechnical report for the proposed site and potential Service Providers must take note of this when pricing. All Service Providers must take note of the location and terrain conditions of the proposed site and all costs to be inclusive in their quotation.

### **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 RFQ, such variation, suspension or termination shall be dealt with in accordance with the provisions of the SANBI Independent Service Provider 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.

***The Service Provider shall undertake to conduct all associated work on the following conditions:***

- Ensure that all actions taken to retain material or equipment in a serviceable condition or to restore it to serviceability and repair is done to the highest possible standard.
- All supply and repair action.
  - The Service Provider will supply all necessary equipment, labour, spares and materials necessary for the proper execution of the contract.
  - The Service Provider will take adequate precautions to prevent damage to the building and other fixtures on site.
  - The Service Provider and personnel will always adhere to all security rules and regulations imposed by the Client on site.
  - The Service Provider will safeguard all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act and any amendments thereof, together with equipment, plant, hand and power tools.
  - The Service Provider will always proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or to repair the works.
  - The Service Provider will ensure as far as reasonably possible the safety of staff and visitors when conducting work on the campus estate while exercising due care not to cause unnecessary damage or harm to the environment, plants or animals.

All documents submitted in response to this Request for Quote (RQF) must be written in English and will not be returned to applicants. Proposals submitted after stipulated closing date and time will not be accepted.

***N.B Companies that fail to submit required documents, incomplete, or expired documents will be disqualified.***

|                |                                                                                                                                                                                    |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT TITLE: | To APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE. |
| CONTRACT NO:   | Q.11604/2025                                                                                                                                                                       |

## C2 Pricing Data

### 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

Bidders are to take note that contract price adjustments are not applicable to this contract. Bidders 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. Bidders 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 Bidder 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. Bidder 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. Bidders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render bids 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 Bidder. Bidders 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 RFQ shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual RFQ prices and to rectify contradictions and thereby alter the total RFQ price as submitted. The acceptance of this RFQ 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 Bidder is relieved from the responsibility of the measurement of quantities at RFQ stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the Bidder 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 Bidder 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**

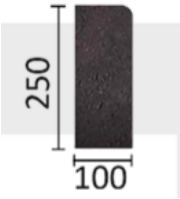
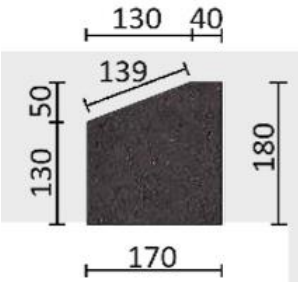
**TABEL C2-1**

| Payment Refers to        | Item No. | Description                                                                                                        | Unit | Quantity | Rate     | Amount |
|--------------------------|----------|--------------------------------------------------------------------------------------------------------------------|------|----------|----------|--------|
|                          | 1.00     | Removal of old paving                                                                                              |      |          |          |        |
|                          | 1.01     | Remove old paving and concrete slab in the selected areas to local municipal dump site.                            | m2   | 416      | R        | R      |
|                          | 2.00     | Preparation of area for new paving                                                                                 |      |          |          |        |
|                          | 2.01     | Excavate substrate, clay soils to a depth of 200mm below natural ground level. (Area only has clay soils, no rock) | m3   | 226      | R        | R      |
|                          | 2.02     | Fill area with G6 soil and compact to 95% MODAASTHO 200mm.                                                         | m3   | 226      | R        | R      |
|                          | 2.03     | Place 20mm river sand over the G6 material.                                                                        | m3   | 16       | R        | R      |
|                          | 3.00     | Paving                                                                                                             |      |          |          |        |
|                          | 3.01     | Interlinking concrete brick blocks placement.                                                                      | m2   | 752      | R        | R      |
|                          | 3.02     | Grout paving after placement with sand.                                                                            | m2   | 752      | R        | R      |
|                          | 4.00     | Curbing                                                                                                            |      |          |          |        |
|                          | 4.01     | Edge all paving with E3 curbing. and haunch and backfill to ground level all paving lines.                         | m    | 340      | R        | R      |
|                          | 4.02     | Edge the access points of the paving with mountable curbing haunch and backfill to ground level.                   | m    | 20       | R        | R      |
|                          | 5.00     | Site closure                                                                                                       |      |          |          |        |
|                          | 5.01     | Removal of all waste to municipal dump site.                                                                       | No.  | 1        | R        | R      |
| <b>Sub Total .</b>       |          |                                                                                                                    |      |          | <b>R</b> |        |
| <b>Value Added Tax .</b> |          |                                                                                                                    |      |          | <b>R</b> |        |
| <b>Grand Total .</b>     |          |                                                                                                                    |      |          | <b>R</b> |        |

**Pricing is to include all costs including labour, materials and equipment.**

Specification of product that is to be used.

TABEL C2-2

| Product                      | Specification                                                                                                                                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interlinking concrete bricks | Interlinking concrete bricks<br>50mm Thick<br>No colouration                                                                                                                                                             |
| E3 Crubing                   | Length 1m<br>Weight 57kg<br>Profile measurements – see image<br>Concrete mix 30MPa (volume 0,023 m <sup>3</sup> )<br>Un-Reinforced<br>  |
| Mountable Curbing (MK10)     | Length 1m<br>Weight 65kg<br>Profile measurements – see image<br>Concrete mix 30MPa (volume 0,036m <sup>3</sup> )<br>Un-Reinforced<br> |

## PRICING

1. The final contract amount must include VAT, service, additional repairs and replacements of equipment including new installations where applicable.
2. The rates will be fixed.

**TABEL A: TOTAL BID**

| TABEL | TABEL DESCRIPTION<br>(Totals transferred from above tables) | TOTALS |
|-------|-------------------------------------------------------------|--------|
|       | GRAND TOTAL PRICE FOR CONTRACT                              | R      |
|       |                                                             |        |

Bidders to take note that their **Total Bid Price** will be the total price for the labour portion of the Bill of quantities.

Note that the full scope of work will be subject to availability of budget.

|                |                                                                                                                                                                                    |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT TITLE: | To APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE. |
| CONTRACT NO:   | Q.11604/2025                                                                                                                                                                       |

### C3 Scope of Work

## SCOPE OF WORK

### EMPLOYER'S OBJECTIVES

The Employer's objective is to APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE.

### OVERVIEW OF THE WORKS

The service provider shall in terms of this contract complete:

- Remove all existing paving and edging in the identified areas
- Excavate planned areas to be paved and fill with G6 material and compact
- Level off surface with river sand
- Pave the area
- Place curbing along the edges of the paving
- Site clearing and handover

All materials, equipment and labour included in the quote and as per specifications.

Site establishment, site vacation and site turnover to be included in the quote

Only product specified may be used and installed as per manufactures specifications.

### LOCATION OF THE WORKS

The works is located at the Mokopane Biodiversity Conservation Centre, Thabo Mbeki Drive / Route R101 North, Mokopane, Limpopo, 0601.

GPS Co-ordinates: 24°10.293'S 29°1.043'E

### DESCRIPTION OF SITE AND ACCESS

The garden is easily accessible via the R101 / Thabo Mbeki Drive, Mokopane public roads. Access to the campus will be via the main entrance and all access is to be recorded by security. Access afterhours may only take place via per arrangement with SANBI management.

### TEMPORARY WORKS

No temporary works on site will be accepted or approved.

## DESCRIPTION OF THE WORKS

### 1.1. GENERAL

Service providers shall ensure that all work in the bill of quantities included in this contract are properly and adequately executed in good working order, safe operation condition and for their efficient performance. Before leaving the site and on completion of execution of work each time, the service provider shall report to the campus management for the signing off each job card. In the event of an emergency, after-hours or weekend work, all job cards shall be signed off by supervisor on duty.

### 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 referenced works.

The areas are the:

- Walkways between enclosures
  - A1/2 and A3/4
  - A3/4 and A5/6
  - A5/6 and A7/8
  - A7/8
  - Section past nursery and A9/10
- Back of house between kitchen and store room
- Passage to back of house
- Walkways to male ablution and female ablution

The work would include

- Remove all existing paving and edging in the identified areas
- Excavate planned areas to be paved and fill with G6 material and compact
- Level off surface with river sand
- Pave the area
- Place curbing along the edges of the paving
- Site clearing and handover

### 1.3. WORKS SPECIFICATIONS

#### PORTION A

#### EE – Paving of walkways between entrance enclosures.

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#### EE 01 SCOPE

##### 1. PURPOSE

To invite eligible bidders for the APPOINTMENT OF A CONTRACTOR TO PAVE PATHWAYS BETWEEN AND AROUND ENCLOSURES FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE, AT MOKOPANE BIODIVERSITY CONSERVATION CENTRE.

##### 2. SERVICES REQUIRED

The South African National Biodiversity Institute (SANBI) requires the services of a suitably qualified and experienced service providers at the Mokopane Biodiversity Conservation Centre for the purpose of this project. The Service provider will be required to render the following services but not necessarily limited to services depicted below:

- Remove all existing paving and edging in the identified areas
  - Removal of current square concrete pavers and concrete slabs
  - All waste material to be taken off site to the local dumpsite.
- Excavate planned areas to be paved and fill with G6 material and compact
  - Excavate the clay soils (no rock involved) to a depth of 200mm
  - Fill with G6 material and compact to 95% MODAASTHO.
  - Level off surface with river sand, bedding for pavers.
- Pave the area
  - Paving is to be 10mm above ground level
  - With a sloping of 1% across the paving (the width)
  - Using interlinking pavers cross pack pavers
  - The paver edging is to be packed square
- Place curbing along the edges of the paving
  - Place E3 curbing along all open sides of the paving, haunch and backfill
  - Place mounting curbing at identified access points for wheelchairs and small children, haunching and backfill as may be required.
- Maintain all required records for Occupational Health and Safety inspections and Department of Labour inspections.

## **EE 02 STANDARD SPECIFICATIONS**

***The scope of the work / services to be provided by the contractors is as follows:***

- SANBI requires
  - **The removal of old paving, supply and installation of new paving.**
- Installations must be done in such a way that SANBI buildings, structures are not damaged. Repairs to any damages will be for the contractor's account.
- All installation must comply with the applicable South African National Standards (SANS/SABS) requirements of good engineering and product manufactures directions/installations.
  - Works completed must be inspected and certified by the product manufacture and the appointed contractor.
- The new construction must carry at least a one (1) year warranty.

**As part of the administration claims shall be submitted timeously and the following documentation must be provided in support of a claim:**

- completed job cards indicating location, dates, personnel, times worked and travelling information.
- records of material receipts for material purchased and used in this contract (only for material not priced for in the Pricing Schedule)

All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry out maintenance work as per the specification.

The Campus has a visitors management system which is to be properly completed by the contractor on every visit and the reason for the visit recorded in the book.

The Contractor shall produce and issue to SANBI a written report or service sheet of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor.

### ***Reports will highlight.***

- the type of work or service done
- problems experienced.
- results of inspection
- Faults found and their priority thereof.

Quotations for any corrective work required shall be submitted to SANBI and on the approval of such quotations the Contractor will correct or repair accordingly.

SANBI reserves the right to conduct an independent safety and quality audit to be carried out on the work completed by the contractor. The contractor shall provide his own quality controls to ensure compliance with the specifications and any changes to legislation or regulations applicable. Possible modernisation products to upgrade or to improve the reliability and performance of the installation will be brought to SANBI for consideration.

### ***Contract performance***

The contractor will sign a service level agreement with SANBI. The performance of the Contractor will be discussed on completion of the project.

### ***Performance items to be discussed will include:***

- the number of defects, redo's, repeats, to complete the project.
- planned vs. actual progress, turnaround time.
- submission of reports, invoices, and other administration duties
- payment of invoices.

### ***Locality:***

Contractor to be based in Limpopo Province, preferably within 120km by road from the Mokopane Biodiversity Conservation Centre.

**NB: Compliance to regulations relating to Health and Safety and the Environmental Management Acts is compulsory.**

**EE 02.01.01      *General Standard Specification, Regulations and Codes***

The latest edition, including all amendments up to date of TENDER / RFQ, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof:

**EE 02.01.02      *SANS and other specifications and codes***

SABS 10400      National Building regulations

**EE 02.01.03      *Occupational Health and Safety Act of 1995***

The intended 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").

**EE 02.01.04      *Manufacturers' specifications, codes of practice and installation instructions***

All equipment and materials shall be installed, serviced, and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

**EE 02.01.05      *Municipal regulations, laws, and by-laws***

All municipal regulations, laws, by-laws, and special requirements of the Local Authority shall be adhered to unless otherwise specified.

**EE 03      VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS**

The following additional general specifications and requirements shall be read in conjunction with this specification.

**EE 03.01      GENERAL REPAIR / PLACEMENTS REQUIREMENTS**

- (a) All materials and equipment supplied and installed, shall be new and of high quality and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.
- (b) All work shall be executed in a first-class workman-like manner by qualified tradesmen or technicians
- (c) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SANS specifications and codes, except where otherwise specified.
- (d) All new equipment, materials and systems shall be installed and positioned such as not to impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.
- (e) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (f) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and service periods to ensure the safety of the public and the User Client.

## **EE 04 TESTS AND INSPECTIONS ON COMPLETION OF WORKS**

The Service Provider shall provide all labour, materials, power, fuel, accessories, and properly calibrated and certified instruments necessary for carrying out such tests. The Service Provider shall plan for such tests, and he shall give at least 72 hours' written notice to the client before commencing the test.

Whenever any equipment is operated for testing or adjusting as provided for above, the Service Provider shall operate the entire system for as long a period as may be required to always prove satisfactory performance in the occupied space served by that system for up to twenty-four hours a day continuously until the system is handed over.

The Service Provider shall provide all labour and supervision required for such operation and SANBI may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation, all equipment shall be tested, adjusted, and readjusted until it operates to satisfaction.

The Service Provider shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities and statutory bodies, etc.

## **EE 05 REMOVAL OF OLD PAVING AND THE SUPPLY AND INSTALLATION OF NEW PAVING BETWEEN ENTRANCE ENCLOSURES**

### **EE 05.01 GENERAL**

All repair work shall be executed with approved materials and equipment suitable to the systems and/or installations they serve. The said repair and construction work shall be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer's specifications and codes of practice.

Components/parts not included in the manufacturer's servicing specification or that can reasonably be included in a service will be measured and paid for separately under the relevant item in the bill of quantities.

### **EE 05.02 REMOVAL OF OLD PAVING**

- Removal of old paving and concrete slabs
- All waste material is to be take-off site to the local municipal dump site.
- (Old square concrete paving that is not damaged is to be packed back of house for reuse by SANBI).

### **EE 05.03 EXCAVATION OF IDENTIFIED AREA AND FILLED WITH G6 MATERIAL AND COMPACTED**

- Excavate the clay soils (no rock involved) to a depth of 200mm
- Fill with G6 material and compact to 95% MODAASTHO.
- Level off surface with river sand, bedding for pavers.

### **EE 05.04 PAVE THE AREA**

- Paving is to be 20mm above ground level
- With a sloping of 1% across the paving (the width)
- Using interlinking pavers cross pack pavers
- The paver edging is to be packed square

### **EE 05.5 PLACE CURBING ALONG THE EDGES OF THE PAVING**

- Place E3 curbing along all open sides of the paving, haunch and backfill
- Place mounting curbing at identified access points for wheelchairs and small children, haunching and backfill as may be required.

#### E 05.06 SITE HANDOVER / CLOSE OUT

Clear site of all waste and building materials  
Dispose of waste via recycling and or removal to local municipal dump site.  
Site Handover and close out.

- Maintain all required records for Occupational Health and Safety inspections and Department of Labour inspections.

### 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:

- Preparation work
- Removal of old paving and concrete slabs
- Excavation and backfill and ground works
- Placement of new paving and curbing
- Site handover

##### PA2 DESCRIPTION OF THE SITE

The works is located at the Mokopane Biodiversity Conservation Centre, Thabo Mbeki Drive / Route R101 North, Mokopane, Limpopo, 0601.

GPS Co-ordinates: 24°10.293'S 29°1.043'E

##### 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 Contractor 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 works
- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Existing subsurface water, electricity and other services

- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions (No fires, and precautions with smoking)
- Welfare facilities on the site
- Air compressors
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Working at heights, use of ladders, scaffolding, etc.
- Dust

## **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 incorporate 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.