

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q11806-2025	CLOSING DATE:	15 December 2025	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE. <u>Please Note :</u> It is estimated that tenderers should have a CIDB contractor grading designation of Level 1GB or higher.				
Compulsory Briefing Session This is compulsory and will be conducted at the venue, time and date given below: Date: 08 December 2025 Time: 11h00 am Venue: Online Ms Teams Link : Join the meeting now					
Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@sanbi.org.za Please state the Bid number as the reference number on the subject line when responding to the RFQ					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rorisang Mogadingwane		CONTACT PERSON	Amjad Hendricks	
TELEPHONE NUMBER	012 002 5332		TELEPHONE NUMBER	+27 21 799 8420	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	R.modiba@sanbi.org.za		E-MAIL ADDRESS	A.Hendricks@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

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.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Categories of persons historically disadvantaged by unfair discrimination on the basis of race. (a) 100% black ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	10	
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. (b) 100 % female ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)	10	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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



THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE

QUOTATION No. Q11806-2025

NOVEMBER 2025

NAME OF TENDERER:

TENDER AMOUNT:

CLOSING DATE: 15 December 2025

CLOSING TIME: 11H00



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



Project Engineer
Holding 8 Dann Rd
Kempton Park AH
Kempton Park, 1619

Tender Notice and Invitation to Tender

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

The appointment of a contractor for the structural repairs and upgrade to the garden managers house, new septic tank with soakaway and new disabled ramp for the Admin Building at Nieuwoudtville: Hantam National Botanical Garden.

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

A compulsory briefing session will be held ON-LINE on MS Teams on the 08 December 2025 at 11:00am.

Link to meeting : [Join the meeting now](#)

Meeting ID: 366 627 057 946 03

Passcode: nM9Au3bM

(a) CIDB registration

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

Joint ventures are eligible to submit tenders provided that:

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

(b) National Treasury Central Supplier Database

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

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

- SBD forms (SBD 1, 4 and 6.1). The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- The specific goals allocated in terms of this RFQ are as follows:
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of race. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% black ownership = 10 points.
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% female ownership = 10 points
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.

- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- Proof of Public Liability Insurance or Letter to intend.
- It is estimated that tenderers should have a CIDB contractor grading designation of Level **1 GB** or higher.
- Signed Briefing Session Certificate.

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.

Closing date for quotations

The closing date for submission of responses is **15 December 2025 at 11:00AM**.

Submissions should be e-mailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@sanbi.org.za.

For Technical information, contact Mr Amjad Hendricks on e-mail A.Hendricks@sanbi.org.za.

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

Annexure A

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

Tenders shall be evaluated in three stages as follows

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

1 Stage 1: Eligibility and Administrative compliance

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

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

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

2 Stage 2: Functionality

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

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

Scoring quality

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

FUNCTIONALITY CRITERIA																
ID	CRITERIA	POINTS														
	Implementation method and project plan or programme • Include the method to be followed in delivering this project, the methodology and approach must be specific to the project and location of works. • Include the team organogram of the people who will be working on the project. • Include the approach to time and quality management of the project. • Include a list of subcontractors (if any) to be utilised for various disciplines and how the work will be dispatched to subcontractors considering reasonable response <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>No Methodology</td><td>0</td></tr><tr><td>Poor Methodology</td><td>2</td></tr><tr><td>Average Methodology</td><td>4</td></tr><tr><td>Above Average Methodology</td><td>6</td></tr><tr><td>Good Methodology</td><td>8</td></tr><tr><td>Comprehensive (Exceptional) Methodology</td><td>10</td></tr></table> • Weekly plan/programme with milestones	Sub-Criteria	Points	No Methodology	0	Poor Methodology	2	Average Methodology	4	Above Average Methodology	6	Good Methodology	8	Comprehensive (Exceptional) Methodology	10	20 (10) (10)
Sub-Criteria	Points															
No Methodology	0															
Poor Methodology	2															
Average Methodology	4															
Above Average Methodology	6															
Good Methodology	8															
Comprehensive (Exceptional) Methodology	10															

	<u>Contractor's Experience</u> - Three relevant reference letters regarding work of similar scope and scale completed in the last ten (10) years <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters</td><td>15</td></tr></table> - List of at least five other similar projects with appointment letters PO's, completion certificates and telephonic references indicating work of similar value completed in the last ten (10) years. <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant Project</td><td>5</td></tr><tr><td>Two relevant Projects</td><td>10</td></tr><tr><td>Three relevant Projects</td><td>15</td></tr><tr><td>Four relevant Projects</td><td>20</td></tr><tr><td>Five relevant Projects</td><td>25</td></tr></table> <u>Notes:</u> Supporting documents required to support the claims above (corresponding orders/appointment letters, completion certificates, and reference letters for projects must be submitted as proof). Bidders must submit all the requested documents as proof to be awarded the points. Appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer.	Sub-Criteria	Points	One relevant reference letter	5	Two relevant reference letters	10	Three relevant reference letters	15	Sub-Criteria	Points	One relevant Project	5	Two relevant Projects	10	Three relevant Projects	15	Four relevant Projects	20	Five relevant Projects	25	40 (15) (25)
Sub-Criteria	Points																					
One relevant reference letter	5																					
Two relevant reference letters	10																					
Three relevant reference letters	15																					
Sub-Criteria	Points																					
One relevant Project	5																					
Two relevant Projects	10																					
Three relevant Projects	15																					
Four relevant Projects	20																					
Five relevant Projects	25																					
	<u>Contractor's Resources: Proposed personnel</u> - CVs for proposed key personnel (At least 2 – Site Agent & OHS Officer) indicating: - Previous work experience - Total number of years' working experience in building construction - Certified copies of Qualifications and other recognised training courses completed - Valid Professional Registration for Site Agent (ECSA or SACPCMP) and CHS Agent (SACPCMP) <u>Site Staff Experience</u> Site Agent <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>CV experience of less than 5 years</td><td>5</td></tr><tr><td>CV experience of more than 5 years</td><td>10</td></tr><tr><td>CV experience of more than 10 years</td><td>15</td></tr></table> OHS Construction Officer <table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>CV experience of less than 5 years</td><td>5</td></tr><tr><td>CV experience of more than 5 years</td><td>10</td></tr><tr><td>CV experience of more than 10 years</td><td>15</td></tr></table> <u>These resources must be full-time on site for the duration of the project.</u> - Equipment owned by Contractor: registration documents must be provided. - Equipment to be rented (if any): letter of intent to hire with preferred rental companies (registration documents must be attached)	Sub-Criteria	Points	CV experience of less than 5 years	5	CV experience of more than 5 years	10	CV experience of more than 10 years	15	Sub-Criteria	Points	CV experience of less than 5 years	5	CV experience of more than 5 years	10	CV experience of more than 10 years	15	40 (15) (15) (10)				
Sub-Criteria	Points																					
CV experience of less than 5 years	5																					
CV experience of more than 5 years	10																					
CV experience of more than 10 years	15																					
Sub-Criteria	Points																					
CV experience of less than 5 years	5																					
CV experience of more than 5 years	10																					
CV experience of more than 10 years	15																					
TOTAL		100																				

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

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

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

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

3 Stage 3: Tender Price and Specific Goals

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

3.1 Correction of arithmetical errors

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

3.2 Calculation of score for Tender Price

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

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

Where:

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

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

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

P_t = Tender Price of the tender under consideration

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

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

3.3 Financial and Specific Goals

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

$$NT = NF + NP$$

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

NP = Score for Specific Goals

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

SANBI reserves the right, at its sole discretion to award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000) as per below objective criterion :

- **Not to appoint any service provider that has demonstrated unsatisfactory performance in any previous or current contract with SANBI or any other organ of state.**
- **SANBI reserves the right to obtain and consider additional information regarding a bidder's past performance, even if such information is not included in the bid's returnable documents.**

FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE
CONTRACT NO:	Q11806-2025

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor for the structural repairs and upgrade to the garden managers house, new septic tank with soakaway and new disabled ramp for the admin building at the Hantam National Botanical Garden, Nieuwoudtville.

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R..... (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness

Date

.....

Acceptance

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

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

For the Employer:

.....

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

Name &
signature of
witness

Date

.....

Schedule of Deviations

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

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

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

CONFIRMATION OF RECEIPT

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

The *[day]*

of *[month]*

20 *[year]*

at*[place]*

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE
CONTRACT NO:	Q11806-2025

C.1.2 Contract Data

The Conditions of Contract are the JBCC Principal Building Agreement (Edition 6.2, May 2018) published by the Joint Building Contracts Committee (JBCC). Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

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

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

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

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

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

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

	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	Code:	0184
	Tel no.:	012 843 5000	Fax no.:	012 843 5205
	VAT no.			
	E-mail:			
1.2 [5.1]	Principal Agent:	Techi Engineers (Pty) Ltd.	Person:	Mr M. L. Mhindurwa
	Postal Address:	Project Engineer Holding 8 Dann Rd Kempton Park AH Gauteng	Code:	1619
	Tel no.:	083 840 1305	Fax no.:	086 763 0562
	E-mail:	mucha@techi.co.za		
1.9 [5.5]	Interest of principal agent or another agent in the project.			(Yes / No) No
	Details where "yes": N/A			
1.10	The principal agent named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified.			
2.0	CONTRACT AND SITE INFORMATION			
2.1 [1.7]	The law applicable to this agreement :			(Country / State) RSA
2.2 [1.1]	Works identification:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT NIEUWOUDTVILLE: HANTAM NATIONAL BOTANICAL GARDEN		
2.3 [1.1]	Site description:	Nieuwoudtville: Hantam National Botanical Garden		
2.4 [15.2.1]	Possession of the site is to be given on:	(Date)	Within 5 (five) working days after receipt of documentary evidence that: • Insurances have been affected [12.2]; • Security has been provided to the Employer [14.1]; • Contractor's Lien has been signed. • Safety Plan has been approved by the Employer.	
2.5 [15.3]	Period for the commencement of the works after the contractor takes possession of the site :		(Working days)	14 (Fourteen)
2.6 [15.4], [28.0]	Completion of the works in sections is required.	(Yes / No) No	(No. of sections)	N/A
2.7 [3.3],	Waiver of the contractor's lien or right of continuing possession is required.			(Yes / No) No

[31.16.2]					
2.8 [16.1]	Defined restrictions to the site area. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)		Yes	
2.9 [16.4]	Geotechnical investigation of the site has been undertaken. Where “yes” the results are included in the contract documents .	(Yes / No)		N/A	
2.10 [16.6]	Existing premises will be occupied. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)		No	
2.11 [16.7]	Provision of temporary services is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)		Yes	
2.11.1	Water	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	B
2.11.2	Electricity	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	B
2.11.3	Telecom	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.11.4	Ablutions	Option A Option B Option C	Contractor – his cost Employer – free of charge Contractor – metered (contractor cost)	(A, B or C)	A
2.12 [16.8]	Protection of existing trees and shrubs is required. Where “yes” the specific requirements are described below or detailed in the contract documents .	(Yes / No)		Yes	
3.0	INSURANCE AND SECURITIES				
3.1 [10.1.1], [12.6]	Contract works insurance to be affected by:	(Employer / Contractor)		Contractor	
	For the sum of:	(Amount)		Contract Sum Plus 20%	
	With a deductible of:	(Amount)		R20 000	
3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be affected by:	(Employer / Contractor)		N/A	
	For the sum of:	(Amount)		N/A	
	With a deductible of:	(Amount)		N/A	
3.3 [10.1.3], [12.6]	Public liability insurance to be affected by:	(Employer / Contractor)		Contractor	
	For the sum of:	(Amount)		R5 000 000 per claim	

	With a deductible of:	(Amount)	R20 000
3.4 [11.1.1]	Support insurance to be affected by:	(Employer / Contractor)	N/A
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A
3.5 [11.1.2-3], [12.1]	Special insurance to be affected by:	(Employer / Contractor)	N/A
	Type:	N/A	
	For the sum of:	(Amount)	N/A
	With a deductible of:	(Amount)	N/A

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 [24.3.1], [30.1-36]	For the works as a whole: The date for practical completion and the penalty per calendar day is:	2 months after date of site handover	R1 000-00 per calendar day (Excl. VAT)

Or

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

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

5.0 DOCUMENTS AND GENERAL

5.2 [3.9]	The priced document may be used as a specification of materials and goods and work methods.	(Yes / No)	No
5.3 [3.10]	The contractor shall provide a schedule of rates.	(Yes / No)	No (Addendum No.) Refer to Bill of Quantities
5.4 [3.11]	Changes made to JBCC standard documents.	(Yes / No)	No (Addendum No.) N/A
5.5 [15.1.1]	On acceptance of the tender the priced document is to be submitted within the stated working days .	(No. of days)	Priced document to be submitted with Tender

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

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

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

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

- | | |
|------------------------------------|-----------|
| (1) All certificates of compliance | (2) _____ |
| (3) _____ | (4) _____ |
| (5) _____ | (6) _____ |

6.0 DECLARATION BY THE PRINCIPAL AGENT

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

.....
Principal Agent

.....
Date

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

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1

[1.2]

Contractor:

Postal Address:

Code:

Physical Address:

Code:

E-mail:

Tel no.:

Fax no.:

VAT no.:

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1
[14.3]

Variable Construction Guarantee

(Yes / No)

2.1.2
[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

2.1.3
[14.5]

Advanced Payment is required. Where "Yes"

Amount

N/A

2.1.4 An Advance Payment Guarantee to be provided

(Yes / No)

No

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 Payment of preliminaries

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

3.1.1 Option A

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

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

All inclusive of **tax**.

3.1.2 Option B

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

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

All inclusive of **tax**.

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

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

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

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

3.2 Adjustment of preliminaries

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

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

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

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

All inclusive of **tax**.

3.2.1 Option A

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

- An amount which shall not be varied.
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**.

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

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

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

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

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

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

All inclusive of **tax**.

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

3.2.2 Option B

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

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

3.2.3 Payment certificate cash flow

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

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

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

5.0 THE TENDER

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

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

5.8 **TENDER SUM COMPILATION**

Amount

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

R

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

R

5.8.3 **SUB TOTAL**

R

5.8.4 *Add tax* on 5.8.3

R

5.8.5 **TOTAL TENDER SUM inclusive of tax**

R

5.8.6 Tender Sum in words

--

Thus, done and signed at on

.....
Name of Signatory

.....
Capacity of Authorised Signatory

.....
As witness

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

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

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

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:.....

Physical Address:.....

"Employer" means:.....

"Contractor" means:.....

"Engineer" means:.....

"Works" means:.....

"Site" means:.....

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

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

Amount in words:.....

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

Amount in words:.....

"Expiry Date" means:.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid.
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit, and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

C2 Pricing Data

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE
CONTRACT NO:	Q118062025

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 be included in Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.
- c. Fixed Price Contract
Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.
2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.
4. The total tender price as carried forward to the bid form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful tenderer. Tenderers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.
6. The priced schedules of quantities of tender shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual tender prices and to rectify contradictions and thereby alter the total tender price as submitted. The acceptance of this tender does not preclude the principal agent from querying or requesting of the contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

8. The quantities in these schedules of quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

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

All items are measured to the net final quantity as indicated on the drawings with the completed work in the position as indicated on the drawing. All prices and rates shall allow for wastage for whatever reason, irrespective of any other standard measurement which may be currently used elsewhere.
12. Should the contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the tenderer should have been brought into account unless so detailed in the accompanying letter.
13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.
14. The unit rates as entered in the schedule of quantities with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

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

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE
CONTRACT NO:	Q11806-2025

C2.2 Bill of Quantities

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 1
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 1</u> <u>PRELIMINARIES AND GENERAL</u> <u>MEANING OF TERMS "TENDER / TENDERER"</u> Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder" <u>PRELIMINARIES</u> The JBCC Preliminaries, May 2018 edition for use with the JBCC Principal Building Agreement Edition 6.2 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable" <u>PRICING OF PRELIMINARIES</u> Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related the spaces provided under each item Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities <u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u> <u>DEFINITIONS AND INTERPRETATION</u> 1 A1.0 DEFINITIONS AND INTERPRETATION Clause 1.0 Clause 1.1 Definition of "Commencement Date" is added: "COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following: "CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following: "CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion Clause 1.1 Definition of "Corrupt Practice" is added: "CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution Clause 1.1 Definition of "Fraudulent Practice" is added: "FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive the tenderer of the benefits of free and open competition Clause 1.1 Definition of "Interest" is amended by replacing it with "INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be 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) Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule Clause 1.1 Definition of "Security" is amended by replacing it with the following: "SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss No clause Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
2	A2.0	LAW, REGULATIONS AND NOTICES				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Clause 2.0 Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
3	A3.0	OFFER AND ACCEPTANCE				
		Clause 3.0 Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
4	A4.0	CESSION AND ASSIGNMENT				
		Clause 4.0 Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
5	A5.0	DOCUMENTS				
		Clause 5.0 Clause 5.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2018 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
6	A6.0	EMPLOYER'S AGENTS				
		Clause 6.0 Clause 6.1 is amended by the addition of the following: This clause is amended to include clauses 26.7 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer sign all documents Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
7	A7.0	DESIGN RESPONSIBILITY				
		Clause 7.0				
BILL No. 1	BILL No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Clause 7.3 is amended by replacing it with the following: No clause Fixed:_____Value related:_____Time related:_____□ <u>INSURANCES AND SECURITIES</u>				
8		A8.0 WORKS RISK Clause 8.0 Fixed:_____Value related:_____Time related:_____□	Item			
9		A9.0 INDEMNITIES Clause 9.0 Fixed:_____Value related:_____Time related:_____□	Item			
10		A10.0 INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.11 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. Thecontractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.12 (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 27.0 hereof	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	10.12	Injury to Persons or loss of or damage to Properties				
	(a)	The contractor shall be liable for and hereby indemnifies the employer against any liability , loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable				
	(b)	The contractor shall be liable for and hereby indemnifies the employer against any liability , loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site , whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable				
	(c)	The contractor shall, upon receiving a contract instruction from the principal agent , cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover he cost thereof from the contractor or to deduct the same from amounts due to the contractor				
	(d)	The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion				
	(e)	Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed				
	(f)	The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
	10.13	High risk insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:				
	10.13.1	Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs				
	10.13.2	Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of, or caused by a catastrophic ground movement as mentioned above The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 1
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11	10.13.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works , submit to the employer proof of such insurance policy, if requested to do so	Item			
	Fixed:_____Value related:_____Time related:_____□				
	A11.0 SECURITIES				
	Clause 11.0				
	Clauses 11.1 - 11.10 are amended by replacing them with the following				
	11.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)				
	11.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms				
	11.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the employer complies with the provisions of 27.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor				
	11.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 11.3, 11.4, 11.5, 14.6, or 11.7 as stated in the schedule . Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date . Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date , the security in terms of 11.7 shall be deemed to have been selected				
	11.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	11.3.1	The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty- one (21) calendar days from commencement date				
	11.3.2	Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the contractor				
	11.3.3	Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor				
	11.3.4	On the date of payment of the amount in the final payment certificate , the employer shall refund the remainder of the cash deposit to the contractor				
	11.3.5	The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor				
	11.3.6	The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party				
	11.4	Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:				
	11.4.1	The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date				
		Clause 11.4.1 is deemed to be amended by the addition of the following sentence; No interest will be paid on such amounts withheld				
	11.4.2	The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOODTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	11.4.3	The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring				
	11.4.4	Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee				
	11.5	Where security as a fixed construction guarantee of five percent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:				
	11.5.1	The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)				
	11.5.2	The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion				
	11.5.3	The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring				
	11.5.4	The payment reduction of the value certified in a payment certificate shall be in terms of clause 25.				
	11.5.5	Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both				
	11.6	Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:				
	11.6.1	The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty- one (21) calendar days from commencement date				
	11.6.2	Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor				
	11.6.3	The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 25				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
	11.6.4	Where the employer has a right of recovery against the contractor in terms of 27.0, the employer may issue a written notice in terms of 27.4 or may recover from the payment reduction or may do both				
	11.7	Where security as a payment reduction of ten percent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:				
	11.7.1	The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 25				
	11.7.2	The employer shall be entitled to recover expense and loss from the payment reduction in terms of 27.0 provided that the employer complies with the provisions of 27.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor				
	11.8	Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement				
	11.9	11.9Should the contractor fail to furnish the security in terms of 11.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 11.7 shall be applicable				
	Fixed: _____ Value related: _____ Time related: _____ ☐		Item			
	<u>EXECUTION</u>					
12	A12.0	OBLIGATIONS OF THE PARTIES				
	Clause 12.0					
	Clause 12.1.1 is amended by replacing it with:					
	No clause					
	Clause 12.2.4 is amended by the addition of the following clause:					
	12.2.4	An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (10) calendar days of commencement date				
	Clause 12.2.7 is amended by replacing it with the following clause:					
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
		Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 12.2.4				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
13	A13.0	SETTING OUT OF THE WORKS				
		Clause 13.0				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
14	A14.0	NOMINATED SUBCONTRACTORS				
		Clause 14.0				
		Clause 14.1.5 is amended by replacing it with the following:				
		Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
15	A15.0	SELECTED SUBCONTRACTORS				
		Clause 15.0				
		Clause 15.1.2 to 15.5 and 15.2 to 15.5 is amended by replacing it with:				
		The Contractor and principal agent shall appoint a selected subcontractor in accordance with the CIDB practice #7				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
16	A16.0	DIRECT CONTRACTORS				
		Clause 16.0				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
17	A17.0	CONTRACT INSTRUCTIONS				
		Clause 17.0				
		Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
		<u>COMPLETION</u>				
18	A18.0	INTERIM COMPLETION				
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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
		Clause 18.0 Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
19	A19.0	PRACTICAL COMPLETION Clause 19.0 Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
20	A20.0	COMPLETION IN SECTIONS Clause 20.0 Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
21	A21.0	DEFECTS LIABILITY PERIOD AND FINAL COMPLETION Clause 21.0 Add the following to the end of sub-clause 21.1.2: "All civil, electrical, electronic, HVAC, fire detection, gas suppression and other specialist installations are subject to a three hundred and sixty-five (365) calendar days defects liability and maintenance period. The contractor shall attend to defects during the works completion and defects liability periods on a progressive basis, to the satisfaction of the principal agent and will not be permitted to wait until the end of the defects liability period or until the amount of defects accumulate in order to attend to a comprehensive list of defects." Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
22	A22.0	LATENT DEFECTS LIABILITY PERIOD Clause 22.0 Fixed:_____ Value related:_____ Time related:_____ ☐	Item			
23	A23.0	REVISION OF DATE FOR PRACTICAL COMPLETION Clause 23.0 (i) The addition of the following clauses:- Sub-clause 23.9 "Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed."				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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	(ii)	Sub-clause 23.10 – Acceleration Sub-clause 23.10.1 “Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be.” Sub-clause 23.10.2 “Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.” Sub-clause 23.10.3 “The contractor’s entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.” Fixed: _____ Value related: _____ Time related: _____ ☐				
24	A24.0	PENALTY FOR LATE AND NON-COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____ ☐	Item			
25	A25.0	PAYMENT PAYMENT Clause 25.0 Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorized for payment. The first sentence of sub-clause 25.10 is deemed to be deleted and replaced with the following: The employer shall pay the contractor the amount certified within thirty (30) calendar days of the date.	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
26		Fixed: _____ Value related: _____ Time related: _____ A26.0 ADJUSTMENT TO THE CONTRACT VALUE Clause 26.0 Adjustment to the contract value (Clause 26.0) Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing	Item			
27		Fixed: _____ Value related: _____ Time related: _____ A27.0 ADJUSTMENT TO THE CONTRACT VALUE Clause 27.0 Clause 27.2 is amended by adding the following sub-clauses: 27.2.11 The contractor's failure or neglect to commence with the works on the dates prescribed in the contract. 27.2.12 The contractor's failure or neglect to proceed with the works in terms of the contract. 27.2.13 The contractor's failure or neglect for any reason to complete the works in accordance with the contract. 27.2.14 The contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract. 27.2.15 The contractor's estate being sequestrated or surrendered in terms of the Insolvency laws in force within the Republic of South Africa."	Item			
28		Fixed: _____ Value related: _____ Time related: _____ <u>SUSPENSION AND TERMINATION</u> A28.0 SUSPENSION BY CONTRACTOR Clause 28.0	Item			
7		Fixed: _____ Value related: _____ Time related: _____ A29.0 TERMINATION Clause 29.0	Item			
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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
		Add the following sub-clauses 29.1.4 to 29.1.6 under 29.1 to read as follows: 29.1.4 The contractor's refusal or neglect to comply strictly with any of the conditions of contract. 29.1.5 The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.6 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. Replace clause 29.3 with the following: the employer may give notice of cancellation should the contractor remain in default for ten (10) working days after the date of issue of such a notice of default Clause 29.25.4 Replace "Sixty (60)" with "one hundred and twenty (120)". Add the following sub-clauses 29.29 under 29 to read as follows: Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever. Fixed:_____ Value related:_____ Time related:_____ <u>DISPUTE RESOLUTION</u> 30 A30.0 DISPUTE RESOLUTION Clause 30.0 Fixed:_____ Value related:_____ Time related:_____ <u>SECTION B: JBCC PRELIMINARIES</u> <u>B1.0 DISPUTE RESOLUTION</u> 31 B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section	Item			
			Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO					AMOUNT
	Fixed:_____ Value related:_____ Time related:_____	Item				
	B2.0 DOCUMENTS					
32	B2.1 Checking of documents					
	Fixed:_____ Value related:_____ Time related:_____	Item				
33	B2.2 Provisional bills of quantities					
	Fixed:_____ Value related:_____ Time related:_____	Item				
34	B2.3 Availability of construction documentation					
	Fixed:_____ Value related:_____ Time related:_____	Item				
35	B2.4 Interests of agents					
	Fixed:_____ Value related:_____ Time related:_____	Item				
36	B2.5 Priced documents					
	Fixed:_____ Value related:_____ Time related:_____	Item				
37	B2.6 Tender submission					
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance"					
	Fixed:_____ Value related:_____ Time related:_____	Item				
	B3.0 THE SITE					
38	B3.1 Defined works area					
	Fixed:_____ Value related:_____ Time related:_____	Item				
39	B3.2 Geotechnical investigation					
	Fixed:_____ Value related:_____ Time related:_____	Item				
40	B3.3 Inspection of the site					
	Fixed:_____ Value related:_____ Time related:_____	Item				
41	B3.4 Existing premises occupied					
	Fixed:_____ Value related:_____ Time related:_____	Item				
42	B3.5 Previous work - dimensional accuracy					
	Fixed:_____ Value related:_____ Time related:_____	Item				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
43	B3.6	Previous work - defects Fixed: _____ Value related: _____ Time related: _____	Item			
44	B3.7	Services - known Fixed: _____ Value related: _____ Time related: _____	Item			
45	B3.8	Services - unknown Fixed: _____ Value related: _____ Time related: _____	Item			
46	B3.9	Protection of trees Fixed: _____ Value related: _____ Time related: _____	Item			
47	B3.10	Articles of value Fixed: _____ Value related: _____ Time related: _____	Item			
48	B3.11	Inspection of adjoining properties Fixed: _____ Value related: _____ Time related: _____	Item			
		<u>B4.0 MANAGEMENT OF CONTRACT</u>				
49	B4.1	Management of the works Fixed: _____ Value related: _____ Time related: _____	Item			
49	B4.1	Management of the works Fixed: _____ Value related: _____ Time related: _____	Item			
50	B4.2	Programme for the works Fixed: _____ Value related: _____ Time related: _____	Item			
51	B4.3	Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item			
52	B4.4	Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item			
53	B4.5	Labour and plant records Fixed: _____ Value related: _____ Time related: _____	Item			
		<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>				
BILL No. 1	BIII No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
54	B5.1	Samples of materials Fixed: _____ Value related: _____ Time related: _____	Item			
55	B5.2	Workmanship samples Fixed: _____ Value related: _____ Time related: _____	Item			
56	B5.3	Shop drawings Fixed: _____ Value related: _____ Time related: _____	Item			
57	B5.4	Compliance with manufacturers' instructions Fixed: _____ Value related: _____ Time related: _____	Item			
	B6.0	TEMPORARY WORKS AND PLANT				
58	B6.1	Deposits and fees Fixed: _____ Value related: _____ Time related: _____	Item			
59	B6.2	Enclosure of the works Fixed: _____ Value related: _____ Time related: _____	Item			
60	B6.3	Advertising Fixed: _____ Value related: _____ Time related: _____	Item			
61	B6.4	Plant, equipment, sheds and offices Fixed: _____ Value related: _____ Time related: _____	Item			
62	B6.5	Main notice board Fixed: _____ Value related: _____ Time related: _____	Item			
63	B6.6	Subcontractors' notice board Fixed: _____ Value related: _____ Time related: _____	Item			
	B7.0	TEMPORARY SERVICES				
64	B7.1	Location Fixed: _____ Value related: _____ Time related: _____	Item			
65	B7.2	Water Fixed: _____ Value related: _____ Time related: _____	Item			
66	B7.3	Electricity				
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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
67	Fixed: _____ Value related: _____ Time related: _____ B7.4 Telecommunication facilities	Item				
68	Fixed: _____ Value related: _____ Time related: _____ B7.5 Ablution facilities	Item				
	Fixed: _____ Value related: _____ Time related: _____ B8.0 PRIME COST AMOUNTS	Item				
69	Fixed: _____ Value related: _____ Time related: _____ B8.1 Responsibility for prime cost amounts	Item				
	Fixed: _____ Value related: _____ Time related: _____ B9.0 ATTENDANCE ON N/S SUBCONTRACTORS	Item				
70	Fixed: _____ Value related: _____ Time related: _____ B9.1 General attendance	Item				
71	Fixed: _____ Value related: _____ Time related: _____ B9.2 Special attendance	Item				
72	Fixed: _____ Value related: _____ Time related: _____ B9.3 Commissioning - fuel, water and electricity	Item				
	Fixed: _____ Value related: _____ Time related: _____ B10.0 FINANCIAL ASPECTS	Item				
73	Fixed: _____ Value related: _____ Time related: _____ B10.1 Statutory taxes, duties and levies	Item				
74	Fixed: _____ Value related: _____ Time related: _____ B10.2 Payment for preliminaries	Item				
75	Fixed: _____ Value related: _____ Time related: _____ B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document"	Item				
76	Fixed: _____ Value related: _____ Time related: _____ B10.4 Payment certificate cash flow B11.0 GENERAL	Item				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
77	B11.1	Protection of the works Fixed: _____ Value related: _____ Time related: _____	Item			
78	B11.2	Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____	Item			
79	B11.3	Security of the works Fixed: _____ Value related: _____ Time related: _____	Item			
80	B11.4	Notice before covering work Fixed: _____ Value related: _____ Time related: _____	Item			
81	B11.5	Disturbance Fixed: _____ Value related: _____ Time related: _____	Item			
82	B11.6	Environmental disturbance Fixed: _____ Value related: _____ Time related: _____	Item			
83	B11.7	Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____	Item			
84	B11.8	Vermin Fixed: _____ Value related: _____ Time related: _____	Item			
85	B11.9	Overhand work Fixed: _____ Value related: _____ Time related: _____	Item			
86	B11.10	Instruction manuals and guarantees Fixed: _____ Value related: _____ Time related: _____	Item			
87	B11.11	As built information Fixed: _____ Value related: _____ Time related: _____	Item			
88	B11.12	Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item			
	B12.0	SCHEDULE OF VARIABLES				
89	B12.1	Schedule of variables Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
		This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets 12.1 PRE-TENDER INFORMATION 12.1.1 Provisional bills of quantities [2.2] The quantities are provisional YES/NO 12.1.2 Availability of construction documentation [2.3] <i>Construction documentation is complete</i> YES/NO 12.1.3 Interests of agents [2.4] Details: 12.1.4 Defined works area [3.1] Details: 12.1.5 Geotechnical investigation [3.2] Details: 12.1.6 Existing premises occupied [3.4] Details: 12.1.7 Previous work - dimensional accuracy [3.5] Details: 12.1.8 Previous work - defects [3.6] Details: 12.1.9 Services - known [3.7] Details: 12.1.10 Protection of trees [3.9] Details: 12.1.11 Inspection of adjoining properties [3.11] Details: 12.1.12 Enclosure of the works [6.2] Details:				
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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
	12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times				
	12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as per Drawing, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering				
	12.1.15 [7.2]	Subcontractors' notice board <i>A notice board is required</i> YES/NO Specific requirements:				
	12.1.16 [7,3]	Water <i>Option A (by contractor)</i> YES/NO <i>Option B (by employer - free of charge)</i> YES/NO <i>Option C (by employer - metered)</i> YES/NO				
	12.1.17 [6.6]	Electricity <i>Option A (by contractor)</i> YES/NO <i>Option B (by employer - free of charge)</i> YES/NO <i>Option C (by employer - metered)</i> YES/NO				
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ITEM NO	PAYMENT REFERS TO	DESCRIPTION				AMOUNT
	12.1.18	Telecommunications [7.4] Option A (by contractor) YES/NO Option B (by employer - free of charge) YES/NO Option C (by employer - metered) YES/NO				
	12.1.19	Ablution facilities [7.5] Option A (by contractor) YES/NO Option B (by employer) YES/NO				
	12.1.20	Protection of existing/sectionally occupied works [11.2] Option A (by contractor) YES/NO				
	12.1.21	Special attendance [9.2] Subcontractor (1) details: Subcontractor (2) details: Subcontractor (3) details: Subcontractor (4) details:				
	12.1.22	Special attendance [11.1] Specific requirements:				
	12.1.23	Disturbance [11.1] Specific requirements: The contractor shall keep the site, structures, etc well-watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent				
	12.1.24	Environmental disturbance [11.6] Specific requirements:				
	12.2	POST-TENDER INFORMATION				
	12.1.19	Payment of preliminaries [7.5] Option A (prorated) YES/NO				
BILL No. 1	BILL No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
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		<i>Option B (calculated)</i> YES/NO 12.2.2 Adjustment of preliminaries [10.3] <i>Option A (prorated)</i> YES/NO <i>Option B (calculated)</i> YES/NO 12.2.3 Additional agreed preliminaries items <i>Details:</i> <u>SECTION C: SPECIFIC PRELIMINARIES</u> Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item				
90		C1.0 CONTRACT DRAWINGS <i>* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document</i> <i>*The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</i>				
91		<i>*A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</i> <i>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</i> Fixed: _____ Value related: _____ Time related: _____ C2.0 GENERAL PREAMBLES The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used Fixed: _____ Value related: _____ Time related: _____	Item			
92		C3.0 TRADE NAMES	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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		Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for Fixed: _____ Value related: _____ Time related: _____				
93		C4.0 IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer) Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable) Fixed: _____ Value related: _____ Time related: _____	Item			
94		C5.0 IMPORTED MATERIALS AND EQUIPMENT The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes Fixed: _____ Value related: _____ Time related: _____	Item			
95		C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account Fixed: _____ Value related: _____ Time related: _____	Item			
96		C7.0 ENTRANCE PERMITS TO SECURITY AREAS As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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97		Fixed: _____ Value related: _____ Time related: _____ C8.0 SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works	Item			
98		Fixed: _____ Value related: _____ Time related: _____ C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959	Item			
99		Fixed: _____ Value related: _____ Time related: _____ C10.0 HIV/AIDS AWARENESS It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained	Item			
		The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	BILL No. 1 PRELIMINARIES AND GENERAL carried to collection					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING						Bill 1
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100	C10.1 AWARENESS CHAMPION	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed:_____Value related:_____Time related:_____	Item			
101	C10.2 AWARENESS WORKSHOPS	Selection and appointment of a competent Service Provider approved by the principal agent , provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed:_____Value related:_____Time related:_____	Item			
102	C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.	Provision, displaying, maintaining and replacing, when necessary, of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period , all in accordance with the HIV/AIDS Specification Fixed:_____Value related:_____Time related:_____	Item			
103	C10.4 ACCESS TO CONDOMS	Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms daily as required for the duration of the construction period , all in accordance with the HIV/AIDS Specification Fixed:_____Value related:_____Time related:_____	Item			
104	C10.5 MONITORING	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification Fixed:_____Value related:_____Time related:_____	Item			
105	C11.0 OCCUPATIONAL HEALTH AND SAFETY ACT	The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)				
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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		It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause, and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained Fixed: _____ Value related: _____ Time related: _____ PPE				
106		C11.1 HI-VISIBILTY CONTI-SUIT Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
107		C11.2 HI-VISIBILTY T-SHIRTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
108		C11.3 STEEL TOE-CAPPED SAFETY BOOTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
109		C11.4 HI-VISIBILITY SAFETY VEST Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
110		C11.5 SABS APPROVED HARD HAT Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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111		C11.6 HI-VISIBILITY RAIN SUITS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
112		C11.7 STEEL TOE CAPPED GUMBOOTS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
113		C11.8 DUST MASKS (STIPULATE FFP) Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
114		C11.9 SAFETY GLASSES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
115		C11.10 GLOVES (STIPULATE TYPE): Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
116		C11.11 SAFETY HARNESSSES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
117		C11.12 ISSUE OF COVID-19 COMPLIANT FACE MASKS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
118		C11.13 ISSUE OF DISPOSABLE GLOVES Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
119		C11.14 ISSUE OF FACE SHIELDS Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	BILL No. 1 PRELIMINARIES AND GENERAL carried to collection					

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120		C11.15 OTHER Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____ <u>TRAINING</u>	Item			
121		C11.16 SAFETY REPRESENTATIVE TRAINING Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
122		C11.17 FIRST AIDER TRAINING Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____	Item			
123		C11.18 FIRE FIGHTING TRAINING Annual/ As required or needing replacing Fixed: _____ Value related: _____ Time related: _____ <u>WORKING AT HEIGHTS</u>	Item			
124		C11.19 BASIC FALL ARREST (US229998) Once off or every 3 years Fixed: _____ Value related: _____ Time related: _____	Item			
125		C11.20 BASIC FALL ARREST AND RESCUE (US229995 AND US229998) Once off or every 3 years Fixed: _____ Value related: _____ Time related: _____	Item			
126		C11.21 FALL PROTECTION PLANNER (US229998 AND 229994) Once off or every 3 years Fixed: _____ Value related: _____ Time related: _____ <u>SCAFFOLDING (AS PER SANS10085)</u>	Item			
127		C11.22 SCAFFOLDING SUPERVISOR Once off Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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128	C11.23 SCAFFOLDING INSPECTOR	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
128	C11.24 SCAFFOLDING ERECTOR	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
129	C11.25 INDUCTION TRAINING INCLUDING COVID AWARENESS	Fixed: _____ Value related: _____ Time related: _____	Item			
130	C11.26 OTHER	Fixed: _____ Value related: _____ Time related: _____ <u>HEALTH AND SAFETY SALARIES</u>	Item			
131	C11.27 CHC MANAGER	Monthly Salary Fixed: _____ Value related: _____ Time related: _____	Item			
132	C11.28 CHC OFFICER	Monthly Salary Fixed: _____ Value related: _____ Time related: _____	Item			
133	C11.29 COVID CONTROL OFFICER	Monthly Salary Fixed: _____ Value related: _____ Time related: _____	Item			
134	C11.30 OTHER	Monthly Salary Fixed: _____ Value related: _____ Time related: _____ <u>SPECIFIC HEALTH AND SAFETY ITEMS</u>	Item			
135	C11.31 MEDICALS INCLUDING COVID SCREENING	Pre-placement, Annual and Exist Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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136	C11.32 SPILL KIT	Once off Fixed:_____Value related:_____Time related:_____	Item			
137	C11.33 ACCOMMODATION OF TRAFFIC	Accommodation of Traffic as per Client tender BOQ Fixed:_____Value related:_____Time related:_____	Item			
138	C11.34 INDUCTIONS	Annual Fixed:_____Value related:_____Time related:_____	Item			
139	C11.35 FIRST AID KITS	Once off Fixed:_____Value related:_____Time related:_____	Item			
140	C11.36 FIRE EXTINGUISHERS	Once off Fixed:_____Value related:_____Time related:_____	Item			
141	C11.37 ABLUTIONS	Once off Fixed:_____Value related:_____Time related:_____	Item			
142	C11.38 BARRIER NETTING	Once off Fixed:_____Value related:_____Time related:_____	Item			
143	C11.39 FALL PROTECTION PLAN	Fall Protection Plan drafted by a Fall Protection Planner US22994 and 229998 (once off and ongoing implementation) Fixed:_____Value related:_____Time related:_____	Item			
144	C11.40 NON-TOUCH THERMOMETER	Fixed:_____Value related:_____Time related:_____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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145	C11.41 HAND SANITIZER	Fixed: _____ Value related: _____ Time related: _____	Item			
146	C11.42 BIOHAZARD BINS AND DISPOSAL	Fixed: _____ Value related: _____ Time related: _____	Item			
147	C11.43 OTHER	Fixed: _____ Value related: _____ Time related: _____	Item			
	<u>SAFETY SIGNAGE</u>					
148	C11.44 CONSTRUCTION BOARDS	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
149	C11.45 FIRE EXTINGUISHER	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
150	C11.46 DIRECTIONAL SIGNAGE	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
151	C11.47 EMERGENCY ASSEMBLY POINT	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
152	C11.48 NO SMOKING SIGNAGE	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
153	C11.49 LADIES AND MEN'S TOILETS SIGNAGE	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
154	C11.50 NO NAKED FLAMES' SIGNAGE	Once off Fixed: _____ Value related: _____ Time related: _____	Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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155	C11.51 OTHER (OTHER SIGNAGE) Once off Fixed: _____ Value related: _____ Time related: _____		Item			
	<u>SAFETY DOCUMENTATION</u>					
156	C11.52 HEALTH AND SAFETY PLAN Fixed: _____ Value related: _____ Time related: _____		Item			
157	C11.53 HEALTH AND SAFETY FILE Fixed: _____ Value related: _____ Time related: _____		Item			
157	C11.54 COVID PLAN AND PROCEDURES Once off Fixed: _____ Value related: _____ Time related: _____		Item			
158	C11.55 COVID PLAN AND PROCEDURES Once off Fixed: _____ Value related: _____ Time related: _____		Item			
159	C11.56 OTHER Once off Fixed: _____ Value related: _____ Time related: _____		Item			
	<u>TENDERER'S TO NOTE CONDITIONS</u> a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract. b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary. c) The Contractor shall be responsible for the overall programming of the Works, and he is to allow for monitoring the PPG's programme and progress. d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice					
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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	e)	The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.				
	f)	Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.				
	g)	Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.				
		CO-ORDINATION				
		The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPGs, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.				
172	Fixed: _____ Value related: _____ Time related: _____		Item			
		ATTENDANCE				
		The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.				
		Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.				
		This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.				
173	Fixed: _____ Value related: _____ Time related: _____		Item			
BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to collection					

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		ALTERATIONS				
		<u>COLLECTION</u>				
		Total Brought Forward from Page No.	28			
			29			
			30			
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BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL Carried Forward					

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BILL No. 1	Bill No. 1 PRELIMINARIES AND GENERAL carried to Summary					

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Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL No. 2</u> <u>ALTERATIONS TO EXISTING BUILDING</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill 2. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>GENERAL NOTES</u> For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally. <u>View site</u> Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the inferior or damaged materials will be entertained <u>GENERAL</u> The term "remove" shall be deemed to mean removal from site by the Contractor to a registered dumping ground located by the Contractor In taking down and removing existing work the utmost care shall be observed to prevent any structural or other damage to remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure stability The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing Prices for taking out and removing sanitary fittings shall include the removal of necessary fitting and making good floor/wall finishes to match existing With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
BILL No. 2	BILL No. 2 ALTERATIONS carried to collections				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 2
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	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc) Materials arising from the alterations must be carted away to a tip provided by the contractor and the contractor shall be responsible for paying any tipping fees. The contractor is strictly advised to visit the site to assess the extent of the scope and any risks associated with this work because claims for extra payment arising as a result of the contractor's failure to fully understand the scope and its risks will not be accepted. All the works must be carried out in compliance with Occupation Health and Safety Act, Construction Regulations and any other laws applicable at the time the works are being executed. NB - Contractor is responsible for accurate on-site order of lengths <u>TEMPORARY BARRIERS, SCREENS, ETC</u> <u>Temporary barriers, screens, etc including removal</u>				
1	Allowance for all necessary temporary tarpaulins, barricades, screens, fencing, temporary waterproofing, dust proofing, etc required to isolate buildings, walkways, pavements or any sections under construction including any sections of new or existing buildings for the purposes of excluding users from the remainder of the building <u>REMOVAL OF EXISTING WORK</u>	item	1		
2	Allow for protecting all existing work liable to suffer damage (i.e. Walls, finishes, floors, windows, etc.) from damage during the building operations, alterations, etc., and make good all work damaged with new material to match existing to the approval of the principal agent. The contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur <u>Carefully taking out and removing piping, sanitary fittings, etc. including disconnecting piping from fittings and making good screed and plastered walls</u>	item	1		
3	Taking out and remove pipe fittings, etc	m	10		
4	Taking out and remove of Geyser	No	1		
5	Vitreous china wash hand basin	No	1		
6	Vitreous china WC pan with flush valve and flush pipe	No	1		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc</u>				
5	Internal plaster from walls	m ²	40		
6	External plaster from walls	m ²	40		
	<u>Hacking up/off and removing tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u>				
7	Tiles	m ²			
BILL No. 2	BILL No. 2 ALTERATIONS carried to collections				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 2
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Breaking down and removing brickwork etc</u>				
8	Half brick walls	m ²			
9	One brick walls	m ²			
	<u>Taking out/off and removing glass, mirrors, window frames and preparing to receive new aluminum windows</u>				
10	Windows	m ²	4		
	<u>Taking out/off and removing electrical fittings, pipes and wiring including making good to receive new</u>				
10	Conduit pipes including wiring allow for a provisional sum	Prov sum			
11	Removal of all Electrical equipment and fittings	No.	1		
12	Power skirting covering from power skirting bodies	m	20		
13	Reinstatements of all electrical equipment, Cameras lights and any pre-existing components that is suitable for reuse according to the principal agent	No.	1		
	<u>GENERAL MAINTANANCE</u>				
	<u>Cleaning windows</u>				
19	Cleaning interior glass panes with soap and water solution	m ²			Rate only
20	Cleaning exterior glass panes with soap and water solution	m ²			Rate only
21	Taking out / off and removing existing waterproofing	No	5		
BILL No. 2	BILL NO. 2 ALTERATIONS carried to collections				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 2
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>COLLECTION</u> Total Brought Forward from Page No.	65 66 67			
BILL No. 2	BILL NO. 2 ALTERATIONS carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 3
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 3</u> <u>EARTWORKS</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 3. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>GENERAL NOTES</u> <u>For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally</u> <u>SUPPLEMENTARY PREAMBLES</u> Proprietary products in descriptions Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent <u>Nature of material to be excavated</u> The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock" Hard rock shall mean granite, quartzitic sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives. Soft rock shall mean hard material the removal of which warrants the use of pneumatic tools and includes hard shale, ferricite, compact outcrop and material of similar hardness. <u>Classification of excavated material</u> Hard rock shall mean granite, quartzitic sandstone or other rock of similar hardness, the removal of which requires drilling, wedging and splitting or the use of explosives. Soft rock shall mean hard material the removal of which warrants the use of pneumatic tools and includes hard shale, ferricite, compact outcrop and material of similar hardness. <u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site <u>Dewatering of excavations</u> The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water NB - Contractor is responsible for accurate on-site order of lengths				
BILL No. 3	BILL NO. 3 EARTWORKS carried to collection				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 3
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SITE CLEARANCE				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m ²	47		
	EXCAVATION, FILLING, ETC				
	<u>Excavation in earth not exceeding 2m deep:</u>				
2	Excavations for Trench	m ³	33		
	<u>Earth fiing obtained from the excavations (not compacted)</u>				
3	In prescribed stock piles on site	m ³	5		
	<u>Earth filling obtained from the excavations and /or prescribed stock piles on site including compacted to 93% MDD density in layers of 150mm</u>				
3	Backfilling to trench, holes, etc	m ³	5		
	<u>Risk of collapse of excavations</u>				
4	Sides of trench and hole excavations not exceeding 1,5m deep				
	<u>Keeping excavations free of water</u>				
5	Keeping excavations free of all water other than subterranean water				
	<u>Selected earth filling Earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 5km from the perimeter of the excavations or stock piles, supplied by the contractor compacted to 93% and 98% MDD in layers of 150mm</u>				
6	Backfilling to trench, holes, etc	m ³	15		
7	Under floors, steps, pavings, etc	m ³	1		
	<u>WEED KILLERS, INSECTICIDES, ETC</u>				
	<u>Soil insecticide in accordance with SANS 5859</u>				
8	To bottoms and sides of trenches etc	m ²	47		
BILL No. 3	BILL NO. 3 EARTHWORKS carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 3
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>COLLECTION</u> Total Brought Forward from Page No.	69 70			
BILL NO. 3 EARTHWORKS carried to Summary					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 4
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 4</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill</u> 3. Unless otherwise stated all items in this Bill Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>GENERAL NOTES</u> <u>For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally</u> <u>Cost of tests</u> The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately) <u>Formwork</u> Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks" NB - Contractor is responsible for accurate on-site order of lengths <u>Unreinforced concrete</u> <u>15MPa/19mm concrete</u> 1 Surface blinding under surface beds, footings and bases m³ 2 <u>Reinforced concrete</u> <u>30MPa/19mm concrete</u> 2 Strip footings m³ 4 3 Access ramp m³ 1 4 Septic tank m³ 1				
BILL No. 4	BILL NO. 4 CONCRETE, FORMWORK AND REINFORCEMENT carried to collection				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 4
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5	<u>Test Cubes</u> Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	6		
6	<u>Concrete sundries</u> <u>Finishing top surfaces of concrete with brush concrete screed</u> Surface beds, slabs, etc	m ²	4		
7	<u>Rough formwork (Degree of accuracy III)</u> <u>Rough formwork to sides</u> (Provisional)	m ²	7		
8	<u>Movement joints etc</u> <u>Expansion joints with 5mm softboard (bitumen impregnated softboard?)</u> <u>between vertical concrete surfaces, including necessary formwork</u> Exceeding 300mm wide through columns	m ²	15		
9	<u>Saw-cut joints</u> ? x ?mm Saw-cut joints in top of concrete	m	4		
10	<u>Reinforcement(Provisional)</u> High tensile steel reinforcement to structural concrete work:	t	0,2		
BILL No. 4	BILL NO. 4 CONCRETE, FORMWORK AND REINFORCEMENT carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 4
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>COLLECTION</u>				
	Total Brought Forward from Page No.	72			
		73			
BILL NO. 4 CONCRETE, FORMWORK AND REINFORCEMENT carried to Summary					

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 5
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 5</u> <u>MASONRY</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 3. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>GENERAL NOTES</u> <u>For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally</u> <u>BRICKWORK</u> Sizes in descriptions Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick. <u>Bagged and sealed walls</u> Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating NB - Contractor is responsible for accurate on-site order of lengths <u>BRICKWORK</u> <u>Brickwork of NFP bricks in class II mortar</u> 1 Half brick walls m² 12 2 One brick walls m² 25 <u>BRICKWORK SUNDRIES</u> <u>2.5mm Brickwork reinforcement</u> 3 75mm Wide reinforcement built in horizontally m 64 4 150mm Wide reinforcement built in horizontally m 34				
BILL No. 5	BILL NO. 5 MASONRY carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 4
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 6</u> <u>WATERPROOFING</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill 4. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs Waterproofing of roofs shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs Preparation of substrata: Screeded roof surfaces shall be firm, dry and clean Corners shall be coved or arris rounded. All surfaces to receive Derbigum are to be fully primed with a solvent based bitumen primer <u>Proprietary products in descriptions</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent NB - Contractor is responsible for accurate on-site order of lengths <u>DAMPPROOFING OF FLOORS</u> <u>One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape</u>				
1	Under surface beds	m ²	98		
BILL No. 4	BILL NO. 4 WATERPROOFING carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 7
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 7</u> <u>PLASTERING</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill 10. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> Wall preparation to include grout grinding, levelling and skim coating surface with new mortar ready to receive new plaster/backing <u>General</u> All specialist plaster wall coverings shall be executed in strict accordance with the manufacturer's instructions NB - Contractor is responsible for accurate on-site order of lengths <u>INTERNAL PLASTER</u> <u>Cement plaster on brickwork, on:</u> 1 On walls m² 40 2 On narrow widths and sloping tops of sills m² 5 <u>EXTERNAL PLASTER</u> <u>Cement plaster on brickwork, on:</u> 3 On walls m² 40 4 On narrow widths and sloping tops of sills m² 4 All specialist plaster wall coverings are to be executed in strict accordance with the manufacturer's instructions				
BILL No. 7	BILL NO. 7 PLASTERING carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 8
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 8</u> <u>TILING</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 11. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> <u>Fixing</u> Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts products as recommended by the manufacturer of the tiles NB - Contractor is responsible for accurate on-site order of lengths <u>WALL TILING</u> <u>400 x 400 x 10mm Ceramic wall tiles fixed with adhesive to backing and flush pointed with tinted waterproof jointing compound or similar</u> 1 On walls m² 20 <u>FLOOR TILING</u> <u>400 x 400 x 10mm Ceramic wall tiles fixed with adhesive to bedding and flush pointed with tinted waterproof jointing compound or similar</u> 2 On floors m²				Rate only
BILL No. 8	BILL NO. 8 TILING carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 9
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 9</u> <u>PLUMBING AND DRAINAGE</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill</u> 12. <u>Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> Wire gratings Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings Stormwater channels Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material <u>RATES</u> Rates for all piping, fittings, etc. shall include for all fixing in position of fittings, cutting of chases in brickwork or concrete, excavation of trenches, backfilling, etc. unless otherwise described NB - Contractor is responsible for accurate on-site order of lengths <u>RAINWATER DISPOSAL AND FLASHINGS</u> Helderberg Aluminium Guttering residential Small Ogee profile aluminium seamless gutter OR SIMILAR APPROVED and rainwater pipes. Internally and externally with ColourTech G4 in colour Marble White with matching splashplate including cut and mitred angles covered with a mitre strip externally, stop ends crimped and all sealed on the inside with Dow Corning 813 silicone sealer. 1 85mm x 85mm x 0,6mm thick Small Ogee roof gutters m 130 2 75mm x50mm x 0,6mm thick Marble White aluminium downpipe m 18 3 Extra over gutter for stopped end No. 18 4 Extra over gutter for angle No. 18 5 Extra over rainwater pipe for bend No. 1 6 Extra over rainwater pipe for shoe No. 1 <u>SANITARY FITTINGS</u> All sanitary fittings to be installed with silicon contact joint between the fitting and the finished wall, floor or vanity surface 7 No. 2 8 TAPS, VALVES, ETC 9 110mm Pipes m 8 10 50mm Pipes m 15				
BILL No. 9	BILL NO. 9 PLUMBING AND DRAINAGE carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 10
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 10</u> <u>GLAZING</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 15. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax NB - Contractor is responsible for accurate on-site order of lengths <u>GLAZING TO NEW ALUMINIUM</u> <u>Supply and install aluminium window panes</u>				
1	600mm x 900mm high	No.	2		
2	1800mm x 900mm high	No.	1		
3	1200mm x 900mm high	No.	1		
4	1800mm x 1200mm high	No.	1		
BILL No. 10	BILL NO. 10 GLAZING carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 11
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 11</u> <u>PAINTWORK</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website, www.publicworks.gov.za) before pricing this bill 10. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> <u>DESCRIPTIONS</u> <u>Descriptions of paintwork shall be deemed to include for all cutting in</u> <u>PREPARATORY WORK TO EXISTING WORK</u> <u>Previously painted plastered surfaces shall be thoroughly washed down with polycell sugar-soap solution, rinse with clean water to remove all traces of soap, sand glossy surface to a matt finish and allowed to dry completely for 24 hours before any</u> <u>Previously painted metal surfaces shall be cleaned of all rust, scale and dirt, removed by scraping or with steel brushes. All oil and grease shall be removed and perfectly clean surfaces obtained. If necessary, the surfaces shall be de-grease</u> <u>Previously painted wood surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</u> Contractor shall provide all labor, material, and equipment and perform all operations necessary for all painting work specified including the painting of concrete block walls, Drywall partitions, Celings, floors, and exposed iron and steel work including miscellaneous metal (where applicable) NB - Contractor is responsible for accurate on-site order of lengths <u>PAINT ON PLASTER, ETC</u> <u>One coat sealer/undercoat and two coats "Plascon Super Acrylic PVA (EPL)" paint</u> 1 To internal walls, columns, beams, etc m² 100 2 To external walls m² 540 <u>Prepare and apply 2 coats 'Rhinolite' plaster skim to provide a smooth and level soffit, 1 coat 'Plascon UC56' undercoat and 2 coats 'Dulux Trade Diamond Matt Light & Space' acrylic paint all in accordance with the manufacturer's instructions.</u> <u>WOOD SURFACES</u> <u>One coat "Spick & Span Oil Based Wood Primer (UC2)" and two coats "Plascon Velvaglo Polyurethane Velvet Enamel (VLO)" paint</u> 3 Fascia boards, dry walls, woodstack timber etc m² 35 4 Doors No. 3				
BILL No. 11	BILL NO. 11 PAINTWORK carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 12
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 12</u> <u>METALWORK</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill 10. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>SUPPLEMENTARY PREAMBLES</u> <u>Primer</u> All surfaces of steelwork to be painted with one coat approved factory etch primer before leaving the workshop of the Manufacturer and all scratches, chips or blemishes to be made good on site after erection. All rates tendered must make provision for this as no claim will afterwards be entertained. <u>Bolts, etc.</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork and concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described NB - Contractor is responsible for accurate on-site order of lengths				
1	Balustades <u>ALUMINIUM WINDOWS, DOORS, ETC</u> <u>ALUMINIUM WINDOWS</u> <u>6.38mm thick solorvue grey xhl normal strength glass or similar approved. All glazing to adhere to the requirements of sars 10400-part N. (opaque) incl. 20mm wide & 5mm thick factory fitted black aluminium flat bars pop riveted into frame to all opening sections. Spaced a maximum of 100mm between each bar. Powder coated dust grey vp7121 28mm aluminium frame</u>	m	19		
2	600mm x 900mm high	No.	2		
3	1800mm x 900mm high	No.	1		
4	1200mm x 900mm high	No.	1		
6	1800mm x 1200mm high	No.	1		
BILL No. 12	BILL NO. 12 METALWORK carried to Summary				

CONTRACT NUMBER: HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING					Bill 13
Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 13</u> <u>EXTERNAL WORKS</u> Notes: 1. <u>Tenderers are advised to study the 'Construction specification PW371-A and B as amended (downloadable from Department of Public Works website. www.publicworks.gov.za) before pricing this bill 3. Unless otherwise stated all items in this Bill</u> Notes: 2. All prices/rates to be net, excluding Value Added Tax <u>GENERAL NOTES</u> <u>For further preambles and full descriptions of items not fully described in this Bill, reference must be made to supplementary preambles and descriptions in the other Bills of this Section. Such supplementary preambles and descriptions shall apply equally</u> <u>SUPPLEMENTARY PREAMBLES</u> Tenderers are to refer to the Model Preambles for Trades (Latest Edition) and Supplementary Preambles for further description and amplification of work in this section The Contractor is referred to the previous sections for the preambles and full descriptions of items and materials not described in this section which will apply equally to the work in this section, unless otherwise described NB - Contractor is responsible for accurate on-site order of lengths <u>Compaction of surfaces</u> 1 Compaction of ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% MDD <u>200 x 100 x 50mm Thick interlocking concrete paving blocks</u> 2 Walkways, etc to falls 3 Fair circular cutting				
BILL No. 13	BILL NO. 13 EXTERNAL WORKS carried to Summary				

CONTRACT NUMBER:		HANTAM NATIONAL BOTANICAL GARDENS, NIEUWOUDTVILLE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE AND NEW DISABLED RAMP FOR THE ADMIN BUILDING				SUMMARY
		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO. 1		PRELIMINARIES AND GENERAL				
BILL No. 2		ALTERATIONS TO EXISTING BUILDING				
BILL NO. 3		EARTWORKS				
BILL NO. 4		CONCRETE, FORMWORK AND REINFORCEMENT				
BILL NO. 5		MASONRY				
BILL NO. 6		WATERPROOFING				
BILL NO. 7		PLASTERING				
BILL NO. 8		TILING				
BILL NO. 9		PLUMBING AND DRAINAGE				
BILL NO. 10		GLAZING				
BILL NO. 11		PAINTWORK				
BILL NO. 12		METALWORK				
BILL NO. 13		EXTERNAL WORKS				
	SUBTOTAL					
	ADD 10% CONTIGENCY					
	TOTAL					
	ADD 15% VAT					
	TOTAL PROJECT CONSTRUCTION COSTS					

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A CONTRACTOR FOR THE STRUCTURAL REPAIRS AND UPGRADE TO THE GARDEN MANAGERS HOUSE, NEW SEPTIC TANK WITH SOAKAWAY AND NEW DISABLED RAMP FOR THE ADMIN BUILDING AT THE HANTAM NATIONAL BOTANICAL GARDEN, NIEUWOUDTVILLE
CONTRACT NO:	Q11806-2025

EMPLOYER'S OBJECTIVES

The Employer's objective is to perform structural repairs and upgrade to the garden managers house, new septic tank with soakaway and new disabled ramp for the admin building at Nieuwoudtville: Hantam National Botanical Garden.

OVERVIEW OF THE WORKS

The Structural Repairs And Upgrade to the Garden Managers House, new septic tank with soakaway and New Disabled Ramp for the Admin Building at Nieuwoudtville: Hantam National Botanical Garden.

LOCATION OF THE WORKS

The works is located at the Hantam National Botanical Garden in Nieuwoudtville.

DESCRIPTION OF SITE AND ACCESS

The garden is easily accessible via public roads.

TEMPORARY WORKS

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

DESCRIPTION OF THE WORKS

1.1. GENERAL

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

- a. Particular Specification
- b. Project specifications
- c. Drawings
- d. General Specification

1.2. SCOPE OF CONTRACT

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

- Site establishment
- Structural repairs and upgrade to Admin Building and garden manager's house
- Construction of a new septic tank and soakaway system
- Repair of cracks, plastering and repainting
- Construction of access ramps

1.3. CONSTRUCTION WORKS SPECIFICATION

PORTION B

PA HEALTH AND SAFETY SPECIFICATION

PA1 DESCRIPTION OF WORK

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

- Site establishment
- Structural repairs and upgrade to Admin Building and garden manager's house
- Construction of a new septic tank and soakaway system
- Repair of cracks, plastering and repainting
- Construction of access ramps

PA2 DESCRIPTION OF THE SITE

The project is located at Nieuwoudtville at following coordinates 31°23'51.7"S and 19°08'24.9"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 work
Ground conditions for the purposes of safe excavation shall be assessed by a competent person. The ground type and condition and water table shall be logged in accordance with Civil Engineering practice.
- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services

- Use of ladders
- Dust
- Explosives

PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

Health and Safety Philosophy

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

PA5.1 Contractor Health and Safety Management System

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

PA5.2 Appointment of Client's Health and Safety Adviser

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

PA5.3 Occupational Health and Safety Act Section 37(2) Agreements

The Principal Contractor, as well as all contractors, must sign the Client's Section 37(2) agreement before commencement of their particular work.

For purposes of general communication regarding construction work progress, the Client appoints the Engineer.

PA6 CONTRACTOR HEALTH AND SAFETY PLANS

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

ANNEXURE B: DRAWINGS