SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: SANBI: G369/2020

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN

PROCUREMENT DOCUMENT

July 2020

Issued by:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184
Gauteng

Contact:

Supply Chain Management

E-mail: sanbi.tenders@sanbi.org.za

Prepared by:

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Contact:

Mr Malcolm Grift

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Fax: 012 348 4738
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Name of tenderer: .....

Address: .....

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

Email: .....

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PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI : G369/2020**

Advertising date:	**17 July 2020**	**Closing date:**	**20 August 2020**
Closing time:	**11:00**	**Validity period:**	**120 days**

T1.1 Tender Notice and Invitation to Tender

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES TENDERERS FOR THE PROVISION OF:
The appointment of a contractor for the installation and 24-month maintenance of CCTV surveillance cameras for the South African National Biodiversity Institute (SANBI) at the Pretoria National Botanical Garden

The tenderer must be registered with the Private Security Industry Regulatory Authority (PSIRA). Failure to provide proof of registration will result in the tender being rejected.

Tender documents will be available as from **17 July 2020** at SANBI website www.sanbi.org
A compulsory briefing session and site inspection Due to the COVID 19 Pandemic, there would be no Compulsory briefing Session.

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

SANBI Representative (Technical Queries Only)	Mr Malcolm Grift Delta Built Environment Consultants (Pty) Ltd malcolm.grift@deltabec.com
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of tenders is **11:00** on **20 August 2020.**

The tenders will be opened in public if required (please note that the two-envelope system is being followed).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T: THE TENDER
Part T1: Tendering Procedures

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI G369/2020**

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (28 May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See www.cidb.org.za).

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

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

Clause number	Tender Data
F.1.1	**The employer is:** South African National Biodiversity Institute Private Bag X101 Silverton 0184
F.1.2	The Tender Documents issued by the Employer comprise the following documents: **PART T: THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable documents/schedules **PART C: THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health & Safety Agreement 37(2) **Part C2: Pricing Data** C2.1 - Pricing Instructions C2.2 - Bill of Quantities **Part C3: Scope of Works** C3.1 - Description of the works C3.2 - Engineering C3.3 - Construction C3.4 - Management C3.3 - Annexures

Clause number	Tender Data
	Part C4: Site Information C4.1 - Site location
F.1.4	The employer's agent is: Delta Built Environment Consultants (Pty) Ltd **Contact Person:** Mr Malcolm Grift **Tel:** 012 368 1850 **Fax:** 012 348 4738 **E-mail:** malcolm.grift@deltabec.com
F 2.1.1	Only those tenderers who score the minimum score in respect of the quality criteria stated in F.3.11.9 of this Tender Data shall be considered responsive and have their tenders evaluated further. This bid contains local content. Only locally produced or locally manufactured products with a minimum threshold for local production and content will be considered. The Local Content threshold will be required for items specified on SBD 6.2. The Declaration Certificate for local content SBD 6.2 together with all Local Content Annexures Declaration must be completed, duly signed and submitted by the bidder at the closing date and time of the bid. Bidders must submit a certificate from a registered auditor confirming that the local content declaration templates have been audited and certified as correct (Local content - Annexure B attached). Only the South African Bureau of Standards (SABS) approved technical specification number 1286:2011 must be used for local content. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation: LC = (1 – x/y) * 100 Where x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT) in case of projects x and y value of steel products and components in the project The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank at 12:00 on the date of the advertisement of this bid. SABS approved technical specification number SATS 1286:2011 and guidance on the local content calculation and together with Local Content Declaration, Annexure C, Annexure D (Imported Content Declaration) and Annexure E (Supporting Schedule for Annexure C) are attached and are also accessible to all potential bidders on the DTI's official website: http:www.thedti.gov.za/industrial development/ip.jsp at no cost. The rate of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy. If the quantity of local products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and / or at the designated local content threshold stipulated in paragraph 3.3 , bidders should obtain written exemption from the Department of Trade & Industry. Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product. A person awarded a contract in relation to a designated sector may not subcontract in a such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Clause number	Tender Data
F.2.1.2	Only those tenderers who are registered with the Private Security Industry Regulatory Authority (PSIRA), or are capable of being so prior to the evaluation of submissions, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that every member of the joint venture is registered with the PSIRA.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.12	Main tender offers are required to be submitted together with alternative tenders.
F.2.12	If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.
F.2.13.3	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: • Financial: 1 original document marked "Original" **including** Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bills of Quantities; and • Technical: 1 copy **excluding** Form of Offer and Acceptance, Estimated monthly expenditure and Priced Bill of Quantities. **INCLUSION OF ANY PRICING INFORMATION ANYWHERE IN THE COPY WILL LEAD TO THE BID BEING DISQUALIFIED.** The original document will be placed in one envelope and the copy will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following: • The address as stated in F2.13.5 below • The identification details as stated in F2.13.5 below • Name of the Tenderer • The words "Not be opened before the Tender opening" The technical and Financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE.

Clause number	Tender Data
F.2.13.5 F.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: **Location of Tender box:** Biodiversity Centre **Physical address:** Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria **Identification details:** Tender number: **SANBI G369/2020** **Title of Tender:** **The appointment of a contractor for the installation and 24-month maintenance of CCTV surveillance cameras for the South African National Biodiversity Institute (SANBI) at the Pretoria National Botanical Garden**
F.2.13.6	A two-envelope procedure will be followed as described in clause F.2.13.3.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is **90** days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.22	Tender Documents will **not be returned** to bidders
F.2.23	The tenderer is required to submit with his tender following **(failure to provide below documentation will result in the tender being rejected)**: 1) A current copy of the Central Supplier Database (CSD) registration report. 2) A printed copy of the Private Security Industry Regulatory Authority (PSIRA) registration. 3) A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour. 4) Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour. 5) Note that for this tender, the following Pre-qualification criterion for preferential procurement will be applied: Section 4(1) (a) a Tenderer having a minimum B-BBEE status level of 2. 6) Proof of public liability insurance.
F.2.24	The tenderer is required to submit with the tender the following document. **Failure to include the following document <u>WILL NOT</u> result in the bid being disqualified.** The document will be required from the successful bidder with appointment: - **Completed Tenderer OHS Management System Questionnaire (based on the Baseline Risk Assessment and OHS Specifications and Tenderer OHS Management System Questionnaire attached)** in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993. -
F.3.4	The tenders will be opened in public if required (please note that the two-envelope system is being followed).
F.3.11.1	The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Financial offer and preference in accordance with F.3.11.3.
F.3.11.7	Scoring financial offers The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points.

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
<tr><td>F.3.11.8</td><td>Scoring preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.

Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003)(B-BBEE) and the Regulations, 2011 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000)(PPPFA).

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

<table>
<tr><th>B-BBEE Status Level of Contributor</th><th>Number of points (90/10 system)</th><th>Number of points (80/20 system)</th></tr>
<tr><td>1</td><td>10</td><td>20</td></tr>
<tr><td>2</td><td>9</td><td>18</td></tr>
<tr><td>3</td><td>8</td><td>16</td></tr>
<tr><td>4</td><td>5</td><td>12</td></tr>
<tr><td>5</td><td>4</td><td>8</td></tr>
<tr><td>6</td><td>3</td><td>6</td></tr>
<tr><td>7</td><td>2</td><td>4</td></tr>
<tr><td>8</td><td>1</td><td>2</td></tr>
<tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr>
</table>
Eligibility for preference points is subject to the following:

(a) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C2; and
(b) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice No 810 of 31 July 2009; and
(c) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Tender closing date (see Tender Data F.2.15); and
(d) Compliance with any other information requested to be attached to Returnable Schedule Form T2.1.06.</td></tr>
<tr><td>F.3.11.9</td><td>Scoring quality

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

<table>
<tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr>
<tr><th>ID</th><th>CRITERIA</th><th>POINTS</th></tr>
<tr><td>1</td><td>Implementation method and programme
• Method to be followed in delivering this project.
• Proposed control room layout and specification.
• Weekly plan/programme with milestones for the contract period, including maintenance milestones.</td><td>50
(30)
(10)
(10)</td></tr>
</table></td></tr>
</table>

Clause number	Tender Data

2	Contractor's experience • List of at least ten other similar projects within the last 5 years with telephonic references and indicating value of works completed. • Three reference letters regarding similar work completed in last three years.	**30** (20) (10)
3	Contractor's Resources • CVs for each proposed key personnel member indicating previous work experience, qualifications, certifications, and membership of professional bodies.	**20** (20)
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 of 0 to 5 will be allocated to no response, very poor, poor, acceptable, good and very good responses, respectively. The scores submitted by each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality. The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

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

The minimum number of evaluation points for functionality proposal is 70 points in order to progress to the next round of the evaluation.

Clause number	Tender Data
F.3.13	Tender offers will only be accepted if: a) the tenderer submits **a copy of the CSD registration certificate** b) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.1 of this procurement document c) the Tenderer is registered with the Private Security Industry Regulatory Authority (PSIRA) d) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector e) the Tenderer has not: **i)** abused the Employer's Supply Chain Management System or **ii)** failed to perform on any previous contract and has been given a written notice to this effect f) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract g) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely h) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA) i) the tenderer has a valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour.

Annex F
(Normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

(2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

(a) **conflict of interest** means any situation in which:
  (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  (ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

(b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

(c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

(e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

(f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

stated otherwise in the tender data.

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
(a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
(a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
(b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial Offer

In the case of a financial offer:

(a) Rank tender offers from the most favourable to the least favourable comparative offer.
(b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
(c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

(a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

(b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$T_{EV} = N_{FO} + N_P$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

(c) Rank tender offers from the highest number of tender evaluation points to the lowest.

(d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

(e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

(a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

(b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$T_{EV} = N_{FO} + N_Q$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

(c) Rank tender offers from the highest number of tender evaluation points to the lowest.

(d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

(e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

(a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

(b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$T_{EV} = N_{FO} + N_P + N_Q$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

(c) Rank tender offers from the highest number of tender evaluation points to the lowest.
(d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
(e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 ***Decimal places***

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 ***Scoring Financial Offers***

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

(d) Formula	(e) Comparison aimed at achieving	(f) Option 1[a]	(g) Option 2[a]
(h) 1	(i) Highest price or discount	(j) $A = (1 + (\frac{P-Pm}{Pm}))$ (k)	(l) $A = P / Pm$
(m) 2	(n) Lowest price or percentage (o) commission / fee	(p) $A = (1 - (\frac{P-Pm}{Pm}))$ (q)	(r) $A = Pm / P$
(s) a	P_m is the comparative offer of the most favourable comparative offer.		
(t)	P is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$N_Q = W_2 \times S_O / M_S$

where: S_O is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

(a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
(b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
(c) has the legal capacity to enter into the contract,
(d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
(e) complies with the legal requirements, if any, stated in the tender data, and
(f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART T: THE TENDER
Part T2: Returnable Documents

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI : G369/2020**

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	■ Yes □ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	■ Yes □ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	■ Yes □ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	■ Yes □ No
Capacity of Tenderer (T2.1.05)	3 Pages	■ Yes □ No
Preference Point System (T2.1.06)	6 Pages	■ Yes □ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	■ Yes □ No
Estimated Monthly Expenditure (T2.1.08)	1 Page	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	■ Yes □ No
Unemployment Insurance Fund (UIF) (T2.1.19)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Site Inspection Certificate (T2.1.09)	1 Page	■ Yes □ No
Declaration of Interest (T2.1.10)	2 Pages	■ Yes □ No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	■ Yes □ No
Proof of registration with PSIRA (T2.1.12)	1 Page	■ Yes □ No

Copy of CSD Registration Certificate(T2.1.14)	1 Page	■ Yes □ No
Financial Reference (T2.1.15)	1 Page	■ Yes □ No
Equipment Datasheets (T2.1.20)	1 Page	■ Yes □ No
Service Level Agreement (T2.1.21)	1 Page	■ Yes □ No
Proof of Liability Insurance (T2.1.22)	1 Page	■ Yes □ No
SBD 6.2 Local Content Declaration and Annexures B, C, D & E	7 Pages	■ Yes □ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

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

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules and subsequent placement in the correct **Technical** and **Financial** envelopes.

A TECHNICAL ENVELOPE (3 COPIES)

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference Point System	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.09	Site Inspection Certificate	
T2.1.10	Declaration of Interest	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with PSIRA	
T2.1.14	CSD Registration Certificate	
T2.1.15	Financial Reference	
T2.1.16	Record Of Addenda To Tender Documents	
T2.1.17	Compulsory Enterprise Questionnaire	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.19	Unemployment Insurance Fund (UIF)	
T2.1.20	Equipment Datasheets	
T2.1.21	Service Level Agreement	
T2.1.22	Proof of Liability Insurance	
SBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
SBD 9	Certificate of Independent Quotation Determination	

B FINANCIAL ENVELOPE (ORIGINAL DOCUMENT)

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

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

PART T: THE TENDER
Part T2: Returnable Documents

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

T2.2 Returnable documents/Schedules

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....

.....
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the South African National Biodiversity Institute in respect of the following project:

   .....

   .....
   (*project description as per Bid / Tender Document)*

   Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: .....

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

   and who will sign as follows: .....

   be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

T2.1.02: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....

.....
(*Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   .....

   .....
   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the South African National Biodiversity Institute in respect of the following project:

   .....

   .....
   (*Project description as per Bid /Tender Document)*

   Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: .....

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

   and who will sign as follows: .....

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all Other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Joint Venture formation/arrangement will be in the following proportions:

Name of Contractor	Proportion (%)

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

   Physical address: .....

   .....

   ..... (code)

   Postal address: .....

   .....

   ..... (code)

   Telephone number: ..... (code)

   Fax number: ..... (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. .....

.....

2. .....

.....

3. .....

.....

4. .....

.....

5. .....

.....

6. .....

.....

7. .....

.....

8. .....

.....

Held at ..... (place)

On ..... (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the South African National Biodiversity Institute in respect of the following project:

.....

.....
(*Project description as per Bid /Tender Document)*

Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

*Mr/Mrs/Ms: .....

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

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: .....

C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Employer 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Employer for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Employer, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Employer referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address:.....

.....

..... (code)

Postal address: .....

.....

..... (code)

Telephone number: ..... (code)

Fax number: ..... (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium Joint Venture submitting this Bid.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor**
1			
2			
3			
4			

Name of representative	**Signature**	**Capacity**	**Date**

Name of organisation:	

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

1. WORK CAPACITY: *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled technicians employed		**Unskilled employees employed**	
Categories of technicians	**Number**	**Categories of employees**	**Number**

1.1. Provide full particulars of:

Machinery	**Equipment**	**Workshops**

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

2.1. Current projects:

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

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

2.2. Previous projects:

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

Name of Tenderer	**Signature**	**Date**

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

T2.1.06: PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

		POINTS
1.3.1.1	**PRICE**	**80**
1.3.1.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**20**
	Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2..1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment Insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** 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;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less.

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any Other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ……. = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted?.....%
(ii) the name of the sub-contractor?.....
(iii) the B-BBEE status level of the sub-contractor? .....
(iv) whether the sub-contractor is an EME?..... YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ……

2. ……

SIGNATURE(S) OF BIDDER(S)

……..

DATE:……..

ADDRESS: .....

.....

.....

T2.1.07: RESOURCES TO BE EMPLOYED IN TERMS OF ORGANIZATION AND STAFFING

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

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
HEADQUARTERS Partner/Director Project manager Other key staff (give designation)		

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
SITE OFFICE Site Agent Site Engineer/Technician Construction supervisor (give designation) Other key staff (give designation)		

T2.1.08: ESTIMATED MONTHLY EXPENDITURE

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

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

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12	R .....
13	R .....
14	R .....
15	R .....
16	R .....
17	R .....
18	R .....
	COMPLETION OF CONTRACT
TOTAL	R .....

T2.1.09: SITE INSPECTION MEETING CERTIFICATE

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**
CLOSING DATE:	**20 August 2020 at 11:00**

This is to certify that I, ...representing

..... in the company of

..... visited the site on: …….

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Engineer's Representative	Signature	Date

T2.1.10: DECLARATION OF INTEREST

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

Any person, including persons in the employ of the South African National Biodiversity Institute ; or persons acting on behalf of the South African National Biodiversity Institute performing business as a sole proprietor or in partnership; or persons acting in the capacity of a trustee/s of a trust; or any legal entity, including legal entities and trusts, of which the members, directors, shareholders, trustees and/or beneficiaries are in the employ of the South African National Biodiversity Institute or act on behalf of the South African National Biodiversity Institute, may make an offer or offers in terms of this tender invitation.

In view of the possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the South African National Biodiversity Institute; or to persons who act on behalf of the South African National Biodiversity; or to persons connected or related to them, the bidder / tenderer or the bidder / tenderer's duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her employer; the bidder / tenderer's management; members; directors; partners; shareholders; trustees; and/or beneficiaries may have with any person or persons in the employ of the South African National Biodiversity Institute and/or with any person or persons acting on behalf of the South African National Biodiversity Institute and who may directly or indirectly be involved in, and/or may be in a position to influence the adjudication and/or evaluation and/or award of this bid / tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender. Failure to furnish the information requested in the questionnaire below may render the tender submission not to be considered at all.

(In answering the questions below, indicate the applicable answer with a ✓ and cross the other out)

1. Is the bidder / tenderer and/or the duly authorized representative in the employ of the South African National Biodiversity Institute?

   ☐ YES ☐ NO

   If yes, State the full particulars of such person/s, together with their current position held as an employee of the South African National Biodiversity Institute.

   _____

   _____

2. Is the bidder / tenderer and/or the duly authorized representative in the employ of the person/s or legal entity acting on behalf of the South African National Biodiversity Institute, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?

   ☐ YES ☐ NO

   If yes, State the full particulars of such person/s, together with their current position held as an employee of such person/s or legal entity acting on behalf of the South African National Biodiversity Institute.

   _____

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

3. Does the bidder / tenderer, the bidder's / tenderer's duly authorised representative, and/or any of the bidder's / tenderer's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the South African National Biodiversity Institute and/or in the employ of the person/s or legal entity acting on behalf of the South African National Biodiversity Institute, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?

   ☐ YES ☐ NO

   If yes, State the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the South African National Biodiversity Institute and/or of the person/s and/or legal entity acting on behalf of the South African National Biodiversity Institute herein.

I, the undersigned, _____
(name of the person duly authorised to sign the bid / tender documents on behalf of the bidder / tenderer) hereby certify that the information, furnished above, is correct in all respects. I accept and understand that the South African National Biodiversity Institute, may act against me and the bidder / tenderer, jointly and severally, should this declaration prove to be false.

Duly signed at ..... on this .....day of..... (month) of ..... (year)

.....	.....
Full name of signatory	Name of Bidder / Tenderer
.....	.....
Capacity of Signatory	Signature

COMMISSIONER OF OATHS

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

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI G369/2020**

I, ... (*surname and name*), Identity number,

.....do hereby declare that I am a registered medical practitioner, with my

practice number being....., practicing at .....

.....(Physical and postal addresses) declare that I have examined Mr/Mrs

....., identity number of .....

and have found the said person to be permanently disabled

or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." – As per Preferential Procurement Policy Framework Act: No 5 of 2000 (PPPFA)

The nature of the disability is as follows:

.....

.....

.....

Thus signed at .....on this .....day of..... of.....

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

.....

Signature

.....

Date

T2.1.12: PROOF OF REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI G369/2020**

The Tenderer shall attach hereto the Contractor's Certificate of Registration with PSIRA, as well as Certificates of Registration for all key staff. Failure to submit the certificates with the tender document will lead to the conclusion that the Tenderer is not registered with PSIRA and therefore not eligible to tender.

Tenderers who have made application to PSIRA for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from PSIRA that their application is being considered.

Name of
Contractor:

PSIRA
Number:

T2.1.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

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

T2.1.15: FINANCIAL REFERENCES

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank in which it is declared how he conducts his account. The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F3.8.

2. The tenderer's banking details as they appear below shall be completed.

3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Details of Company's Bank

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

T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

I / We confirm that the following communications received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Name of Tenderer	Signature	Date

I / We confirm that no communications were received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

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

T2.1.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: PSIRA registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

Section 6: Record in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

*Insert separate page if necessary.

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

(i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

(ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;

(iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

(iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and

(v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: ..... Date: .....

Name: ..... Position: .....

Enterprise name: .....

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

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

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

T2.1.19: UNEMPLOYMENT INSURANCE FUND (UIF)

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

A valid copy of the Unemployment Insurance Fund (UIF) letter of Compliance issued by the Department of Labour must be included for evaluation purposes.

T2.1.20: EQUIPMENT DATA SHEETS

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI :G369/2020**

The following technical datasheets shall be appended behind this page. A separate datasheet shall be provided for each model if more than one model of the same equipment type will be supplied under this contract.

No.	Document	Attached	
		Yes	No
1	CCTV Cameras		
2	NVR Hardware and Software		
3	CCTV Viewing Station Hardware and Software		
4	Network Switches		
5	UPS		
6	Surge Protection Devices		
7	Datasheets of any other key equipment to be installed under the contract		

T2.1.21: SERVICE LEVEL AGREEMENT

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI :G369/2020**

The tender shall append their standard service level agreement (SLA) behind this page. The SLA will be reviewed by the client during the tender evaluation process.

T2.1.22: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

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

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

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

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold
Electrical and Telecoms Cables	90 %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;

b. committed fraud or any other improper conduct in relation to such system; or

c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **cess this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

……. ……
Position Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all quotations[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SANBI:G369/2020 THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN
(Bid Number and Description)

in response to the invitation for the quote made by:

SANBI (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

[3] **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.**

9. 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.

10. 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.

……	……
Signature	Date
…….	……
Position	Name of Bidder

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

C1.1 Form of Offer and Acceptance

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

THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN

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 .....

.....

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

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

Acceptance

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

The terms of the Contract are contained in

Part C1	Agreements and Contract Data *[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 .....

.....

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

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

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

C1.2 Contract Data

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

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

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

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

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

Employer Addendum Code 2101-EC

For information purposes only. To be signed on appointment.

Introduction

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

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CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 *[1.2]*	**Employer:**	South African National Biodiversity Institute		
	Postal Address:	Private Bag X101, Silverton, Gauteng	**Code:**	0184
	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	**Code:**	0184
	Tel no.:	012 843 5000	**Fax no.:**	012 843 5205
	VAT no.			
	E-mail:			
1.2 *[5.1]*	**Principal Agent:**	Delta Built Environment Consultants (Pty) Ltd.	**Person:**	Mr Malcolm Grift
	Postal Address:	P.O. Box 35703, Menlo Park, Gauteng	**Code:**	0102
	Tel no.:	012 368 1850	**Fax no.:**	012 348 4738
	E-mail:	malcolm.grift@deltabec.com		
1.2 *[5.2]*	**Agent (1):**	Aurecon SA (Pty) Ltd.	**Person:**	Mr Derek Moore
	Agent's Service:	Programme Manager		
	Postal Address:	P.O, Box 74381 Lynnwood Ridge, Gauteng	**Code:**	0040
	Tel no.:	012 427 2000	**Fax no.:**	
	E-mail:	derek.moore@aurecongroup.com		
1.3 *[5.2]*	**Agent (2):**			
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.4 *[5.2]*	**Agent (3):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.5 *[5.2]*	**Agent (4):**		**Person:**	
	Agent's Service:			

	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.6 *[5.2]*	**Agent (5):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.7 *[5.2]*	**Agent (6):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.8 *[5.2]*	**Agent (7):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			

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

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

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

2.0 CONTRACT AND SITE INFORMATION

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

2.2 *[1.1]* **Works** identification: **Installation of CCTV surveillance cameras at the Pretoria National Botanical Garden**

2.3 *[1.1]* Site description: **Refer to drawings. Detail to be discussed at compulsory site briefing**

2.4 *[15.2.1]* Possession of the **site** is to be given on: (Date)

Within 5 (five) working days after receipt of documentary evidence that:
- **Insurances have been effected *[12.2];***
- **Security has been provided to the Employer *[14.1];***
- **Contractor's Lien has been signed;**
- **Safety Plan has been approved by the Employer.**

2.5 *[15.3]* Period for the commencement of the **works** after the contractor takes possession of the **site:** (Working days) **5 (Five)**

2.6 *[15.4], [28.0]*	Completion of the works in **sections** is required.	(Yes / No)	**No**	(No. of sections)	**N/A**
2.7 *[3.3], [31.16.2]*	Waiver of the **contractor's** lien or right of continuing possession is required.			(Yes / No)	**Yes**
2.8 *[16.1]*	Defined restrictions to the **site** area. Where "yes" the specific requirements are described below or detailed in the **contract documents**.			(Yes / No)	**No**
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)	**Yes**
2.11 *[16.7]*	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**			(Yes / No)	**Yes**
2.11.1	**Water**	Option A	**Contractor** – his cost		
		Option B	Employer – free of charge		
		Option C	**Contractor** – metered (**contractor** cost)	(A, B or C)	**A**
2.11.2	**Electricity**	Option A	**Contractor** – his cost		
		Option B	**Employer** – free of charge		
		Option C	**Contractor** – metered (**contractor** cost)	(A, B or C)	**B**
2.11.3	**Telecom**	Option A	**Contractor** – his cost		
		Option B	**Employer** – free of charge		
		Option C	**Contractor** – metered (**contractor** cost)	(A, B or C)	**A**
2.11.4	**Ablutions**	Option A	**Contractor** – his cost		
		Option B	**Employer** – free of charge		
		Option C	**Contractor** – metered (**contractor** cost)	(A, B or C)	**A**
2.12 *[16.8]*	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**			(Yes / No)	**Yes**

3.0 INSURANCE AND SECURITIES

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

3.3 *[10.1.3], [12.6]*	Public liability insurance to be effected by:	(Employer / Contractor)	**Contractor**
	For the sum of:	(Amount)	**R5 000 000 per claim**
	With a deductible of:	(Amount)	**R20 000**
3.4 *[11.1.1]*	Support insurance to be effected by:	(Employer / Contractor)	**N/A**
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**
3.5 *[11.1.2-3], [12.1]*	Special insurance to be effected by:	(Employer / Contractor)	**N/A**
	Type:	**N/A**	
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	**Penalty Amount**
4.1 *[24.3.1], [30.1-36]*	For the **works** as a whole: The date for **practical completion** and the **penalty** per **calendar day** is:	**6 months after site access granted**	**R3 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		
Section 2		**R**
Section 3		**R**
Section 4		**R**

5.0 DOCUMENTS AND GENERAL

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

5.4 *[3.11]*	Changes made to **JBCC** standard documents.	(Yes / No)	**Yes**	(Addendum No.)	**Refer to Point 6 below**
5.5 *[15.1.1]*	On acceptance of the tender the **priced document** is to be submitted within the stated **working days.**	(No. of days)	**Priced document to be submitted with Tender**		
5.6 *[22.2]*	Work to be undertaken by **direct contractors.**	(Yes / No)	**No**	(Addendum No.)	**N/A**

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

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

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

(1)	_____	(2)	_____
(3)	_____	(4)	_____
(5)	_____	(6)	_____

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

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

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

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

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

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

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

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

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

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

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

6.6 *Add the following clause:*
[9.3]

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

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

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

6.8 *Add the following clause:*
[11.2]

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

6.9 *Add the following clause:*
[11.3]

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

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

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

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

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

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

Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.33 *Add the following clause:*
[34.2]

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

6.34 *Add the following:*
[34.5]

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

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

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

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

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

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

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

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

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

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

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

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

6.41 *Add the following clause:*
[39.2]

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

6.42 *Add the following clause:*
[39.2.1]

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

6.43 *Add the following clause:*
[39.2.2]

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

6.43 *Add the following clause:*
[39.2.3]

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

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

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

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

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

8.0 DECLARATION BY THE PRINCIPAL AGENT

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

……
Principal Agent

……
Date

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

Contractor Addendum Code 2101-CE

Introduction

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

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4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

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

Postal Address: _____ **Code:** _____

_____

Physical Address: _____ **Code:** _____

_____ **E-mail:** _____

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

VAT no.: _____

2.0 SECURITIES

2.1 The security provisions selected are:

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

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 **Payment of preliminaries**

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

3.1.1 **Option A**

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

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

All inclusive of **tax.**

3.1.2 **Option B**

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

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

All inclusive of **tax.**

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

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

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

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

3.2 **Adjustment of preliminaries**

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

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

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

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

All inclusive of **tax.**

3.2.1 **Option A**

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

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

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

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

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

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

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

All inclusive of **tax.**

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

3.2.2 **Option B**

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

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

3.2.3 **Payment certificate cash flow**

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

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

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

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

5.0 THE TENDER

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

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

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

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

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

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

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

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

5.8.6 Tender Sum in words

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

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

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

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

C1.3 Form of Construction Guarantee (Pro Forma)

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

To:
South African National Biodiversity Institute
Private Bag X101
Silveron
0184

Sir,

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

1. With reference to the contract between ..... (hereinafter referred to as the "**Contractor**") and the **South African National Biodiversity Institute** (hereinafter referred to as the "**Employer**"), **Contract/Tender No: SANBI: G369/2020** for **The appointment of a contractor for the installation and 24-month maintenance of CCTV surveillance cameras for the South African National Biodiversity Institute (SANBI) at the Pretoria National Botanical Garden** (hereinafter referred to as the "contract") in the amount of

   R ……..(insert amount), ….....

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

   I / We, ...

   in my/our Capacity as ..... and hereby

   representing .....

   (hereinafter referred to as the "**Guarantor**") advise that the **Guarantor** holds at the **Employer's** disposal

   the sum of R....., (insert amount in figures)

   .....(insert amount in words) being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt

of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.

3. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
4. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.

5. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the aforegoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.

6. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the Guarantor's liability seizes.

7. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 4 above, or
   (b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

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

AS WITNESS

1. .....

2. .....

.....
By and on behalf of

.....

.....

(insert the name and physical address of the Guarantor)

Name: .....

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

Date: .....

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

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

To:
South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

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

5. With reference to the contract between ..... (hereinafter referred to as the "**Contractor**") and the **South African National Biodiversity Institute** (hereinafter referred to as the "**Employer**"), **Contract/Tender No: SANBI:G369/2020** for **The appointment of a contractor for the installation and 24-month maintenance of CCTV surveillance cameras for the South African National Biodiversity Institute (SANBI) at the Pretoria National Botanical Garden** (hereinafter referred to as the "contract") in the amount of

   R ……..(insert amount), ….....

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

   in my/our Capacity as ..... and hereby

   representing .....

   (hereinafter referred to as the "**Guarantor**") advise that the **Guarantor** holds at the **Employer's** disposal

   the sum of R....., (insert amount in figures)

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

1. I / We advise that the **Guarantor's** liability in terms of this guarantee shall be as follows:

   (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **Guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

   (b) The **Guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

   (c) The **Guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

   (d) This guarantee shall expire on the date of the last **final payment certificate**.

   (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

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

4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.

5. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last **final payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.

6. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.

7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
   (b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

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

AS WITNESS

1. .....

2. .....

.....
By and on behalf of

.....

.....

(insert the name and physical address of the Guarantor)

Name: .....

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

Date: .....

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the Guarantor must be clearly indicated and will be regarded as the Guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: .....

.....

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

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

AGREEMENT MADE AND ENTERED INTO BETWEEN THE

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

(Hereinafter called the **"EMPLOYER"**)

.....

(Contractor / Mandatary / Company / CC Name)

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

I, ..., representing

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

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

COID ACT Registration Number: .....

Or Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

....
WITNESS MANDATARY

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

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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
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C2.2 Bill of Quantities 95

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

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

C2.1 Pricing Instructions

1. GENERAL INFORMATION

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

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

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

2. PRICING INFORMATION

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

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 APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

C2.2 Bill of Quantities

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

- Drawings
- Scope of Work
- Standardised Specifications

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI: G369/2020**

C3.1 Description of the Works

C3.1.1 Employer's Objectives

The employer's objective is to deliver improved infrastructure in the National Botanical Gardens in terms of the provision, installation and maintenance of a quality, cost effective CCTV surveillance system.

The primary objectives of the system are to:

- Monitor and safeguard strategic locations in and around buildings and public areas at the Pretoria National Botanical Garden.
- Keep historical records of incidents captured by the CCTV system.

C3.1.2 Overview of the Works

The project entails the installation and 24-month maintenance of CCTV surveillance cameras and network video recorders (NVRs) at the Pretoria National Botanical Garden at various buildings and areas.

C3.1.3 Existing Infrastructure

The existing fibre backbone will be used to interconnect each building back to the new NVRs.
There is an existing server room located in the Herbarium building with sufficient physical space within the existing racks and sufficient UPS capacity from the existing UPS systems.

Each building is currently equipped with networking equipment such as cabinets, switches, etc. However, most of these cabinets are full and there are not sufficient spare ports for the camera systems. Therefore, allowance has been made in this contract for additional cabinets, switches and UPSs to be installed within each building or location to enable the installation of the proposed CCTV system.

All buildings have sufficient electrical supply for the additional CCTV systems. However, new electrical points will be required for remote systems such as Wi-Fi links etc.

C3.1.4 Extent of the Works

The Contractor is responsible for surveying, planning, design, supply of all materials and labour, manufacture, delivery to site, offloading, construction, erection, installation, off-site testing, on-site testing, commissioning, performance testing, provision of samples, preparation of all detail design drawings, as-built record drawings, maintenance manuals, instructions for the works and end-user training, in accordance with the general requirements and performance requirements as detailed in this document.

The following items comprise the extent of the works for this project:

- Detailed design of CCTV systems based on performance specifications provided.
- Submission of design documents to employer and engineer for approval prior to commencement of equipment procurement.
- Submission of datasheets to the employer and engineer for approval of any equipment that differs from the equipment proposed in the contractor's tender submission.
- Procurement of all equipment required for a successful installation, including cameras, NVRs, cables, wireways, fixing structures, network switchgear, enclosures, lightning and surge protection equipment, and all other equipment required for the successful installation and integration of the security systems.
- Transportation of all equipment to site.
- Establishment of the contractor's office (if required).
- Erection of temporary hoarding to separate construction and installation areas from public areas throughout the buildings under this contract.
- All signage as may be required in terms of the Occupational Health and Safety Act.
- All civil work that may be required for the installation.
- Installation of all equipment as per scope of works and specifications.
- Installation of new wireways.
- Installation of electrical power (where required) with Certificates of Compliances issued where necessary.
- Commissioning and start-up of the CCTV system.
- Preparation of acceptance test procedures.
- Submission of test procedures to the engineer for approval prior to commencement of acceptance tests.
- Conducting acceptance tests (to be witnessed by the engineer).
- Submission of documentation as prescribed in employer's requirements.
- Training of the employer's staff in the operation and maintenance of the new installations.
- Delivery of spares and special test equipment.
- Clean up of the site during and after completion of work (removal of all hoarding, unused installation material, building rubble).

The following items comprise the extent of the 24-month Operations and Maintenance portion of this contract:

- Preventive maintenance in accordance with the tenderer's SLA proposal but not limited to the following:
    - Check that the camera lens is focused and adjusted properly.

- Check that the camera view has not been knocked off the view and that you can see your property perimeter clearly.
- Clean any dust or marks off the camera lens with a can of compressed air and wipe down the camera casing with a microfiber cloth.
- Check that the motion detection sensors are working; use your controller to check that the camera's functions, such as zoom and pan, are working correctly. Trim back any foliage that may be obscuring the view.
- Check that the cameras are securely attached to the wall.
- Check the wiring for any wear and tear or exposed wires.
- Check for loose wires and connections.
- Check that you are getting a clear transmission of sound and picture with no distortion.
- Check that the monitors are showing a clear picture and that the brightness and contrast settings are correctly adjusted.
- Check that all of your switches and individual equipment are functioning fully.
- Clean all monitors and equipment of dust and grime with a microfiber cloth and a weak cleaning solution.
- Check that cables leading from the equipment are in good condition and that there are no weak connections.
- Check that the correct time and date stamp is set.
- Check that all software and firmware are up to date

- Corrective maintenance as required based on the faults that have been reported by the client or faults that have been found during the preventative maintenance inspections and testing.
- The call out response time for corrective maintenance is proposed as follows:
  - Emergencies must be within two hours and the time for repairs must be within four hours.
  - Ad hoc call outs before midday are to be responded to that day and repairs carried out within four hours.
  - Ad hoc call outs after midday are to be responded to within 24 hours and repairs carried out within 4 hours.
- Maintenance reports shall be kept whilst carrying out maintenance of the CCTV system. The following shall be considered when maintenance is done or faults have been repaired successfully:
  - Weekly inspection of fault reporting book to ensure faults have been dealt with efficiently
  - Ensure faults are attended to as soon as possible and that details are entered in the fault reporting logbook.
  - After repairs have been carried out, sign and keep a copy of the maintenance report in a CCTV system maintenance file on site in hard copy and off site in soft copy.

C3.1.5 Location of the Works

The project is located at the Pretoria National Botanical Garden. Refer to section C4.1.

C3.1.6 Description of Site and Access

Refer to the drawings provided. Detail to be discussed at site briefing.

C3.1.7 Temporary Works

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

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
CONTRACT NO:	**SANBI:G369/2020**

C3.2 Specifications

C3.2.1 Standard Specifications

- City of Tshwane: All municipal regulations pertaining to building codes, health and safety requirements
- SANS 10400: The application of the National Building Regulations
- SANS 10142: The wiring of premises
- South African Health and Safety Regulations (OSHACT)
- SANS 10222: Electrical security installations

C3.2.2 Project Specifications Relating to Standard Specifications

C3.2.2.1 Access to installation areas and holdings

The Contractor accepts that the building and Installation works shall take place in an active botanical garden. The Contractor's works shall be planned and executed so as to cause minimal interference to these operations. The following specific conditions shall apply:

- Construction works are allowed during the full 24 hours of the day.
- Excessively noisy construction works shall not be permitted during the hours of 06:00 to 20:00
- Workers shall be allowed to move through public areas on condition that neatness and cleanliness is observed.

C3.2.2.2 Power Supply and Other Services

The contractor may make his own arrangements with the Employer or representatives of the Employer concerning the supply of electrical power and water. In remote areas, the contractor shall provide their own electricity through mobile generators. All other services required for the execution of the work shall be arranged by the Contractor with the Employer. No direct payment will be made for the provision of electrical, power, water and other services. The cost of providing these services will be deemed to be included in the tenderer's offer for the various items of work for which these services are required.

C3.2.2.3 Construction in Confined Areas Employer

It may be necessary for the Contractor to work in confined and restricted areas.

C3.2.2.4 Contractors Site Office and Site Establishment

The Contractor to provide his own site office if required. Location of the site office to be agreed with the Employer.

Employer and Contractor to agree on working areas.

C3.2.2.5 Security

The Contractor shall at all times comply with the security requirements of the Employer.

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer.

C3.2.2.6 Ownership of Recovered Materials

No materials recovered during the execution of the Contract shall be removed from the premises without written authorisation from the Employer, and the Contractor shall be liable for the replacement value of any recovered materials removed without such approval.

All materials recovered during the construction operations shall be delivered to the Employer at designated areas, which will be within the premise's boundaries.

C3.2.2.7 Phasing of Works

The Contractor shall plan and structure his work in conjunction with the Employer or the representatives of the Employer, Principal Agent and the Engineer to ensure minimal disruption of operations.

C3.2.2.8 Insurance

The successful Tenderer shall be required to take out adequate insurance in order to cover his/her obligations in terms of the Contract and to keep them current for the duration of the Contract.

C3.2.3 System Specifications

The minimum specification for the various equipment is specified below. The contractor is to attach all necessary documentation with their submission that proves the minimum specifications are met.

Please review the attached drawings for buildings and positioning of cameras. Final positions will be confirmed with the successful Tenderer.

C3.2.3.1 Surveillance cameras

Three camera types are required for this project, indoor dome type 2 megapixel, outdoor bullet type 5 megapixel and fisheye type 12 megapixel.

The specifications for the various types are as follows (**exact lens angles to be agreed before equipment procurement)**:

2MP Dome Camera	
Min. Illumination:	0.005 Lux and 0 lux with IR
Lens:	Fixed, ranging from 2.8 to 12 mm (all angles to be agreed with the Employer and Engineer before equipment procurement).
Day& Night:	Electronic IR automatic switch
Wide Dynamic Range:	Yes
Compression Standard	
Video Compression:	H.264+/H.264/MJPEG

Audio bit rate:	128kbs
Image	
Image Resolution:	2MP
Frame Rate:	30 fps
Image Settings:	Saturation, brightness, contrast adjustable through client software or web browser
Day/Night Switch:	Auto/Schedule
Network	
System Compatibility:	ONVIF
Interface	
Communication Interface:	1 RJ45 10M/100M Ethernet port
Alarm:	1 input, 1 output
On-board storage:	Not required
Audio	
Audio Sampling Rate:	Preferably 44.1kHz for applicable cameras
General	
Operating Conditions:	-30 °C ~ 60 °C RH 95%
IR Range:	Up to 30m
Ingress Protection	IP68

5MP Bullet Camera	
Min. Illumination:	0.001 Lux and 0 lux with IR
Lens:	Fixed, ranging from 2.8 to 12 mm (all angles to be agreed with the Employer and Engineer before equipment procurement).
Day& Night:	Electronic IR automatic switch
Wide Dynamic Range:	Yes
Compression Standard	
Video Compression:	H.264+/H.264/MJPEG
Audio bit rate:	128kbs
Image	
Max. Image Resolution:	5MP
Frame Rate:	30fps
Image Settings:	Rotate mode, saturation, brightness, contrast, sharpness and white balance adjustable by client software or web browser
Day/Night Switch:	Auto/Schedule
Network	
System Compatibility:	ONVIF
Interface	
Communication Interface:	1 RJ45 10M/100M/Ethernet port
Alarm:	1 input, 1 output
Audio	

Audio Sampling Rate:	Preferably 44.1kHz for applicable cameras
General	
Operating Conditions:	-30 °C ~ 60 °C RH 95%
IR Range:	Up to 30m
Ingress Protection	IP68

12MP Fisheye Camera	
Min. Illumination:	0.18 Lux and 0 lux with IR
Lens:	Fixed, ranging from 2.8 to 12 mm (all angles to be agreed with the Employer and Engineer before equipment procurement).
Day& Night:	Electronic IR automatic switch
Wide Dynamic Range:	Yes
Compression Standard	
Video Compression:	H.265/H.264+/H.264/MJPEG
Image	
Max. Image Resolution:	12MP
Frame Rate:	30fps
Day/Night Switch:	Auto/Schedule
Network	
System Compatibility:	ONVIF
Interface	
Communication Interface:	1 RJ45 10M/100M Ethernet port
Alarm:	1 input, 1 output
General	
Operating Conditions:	-30 °C ~ 60 °C RH 95%
IR Range:	Up to 30m
Ingress Protection	IP68
Fixing detail	Mounted to side of pole with 300mm minimum offset bracket to enable the least amount of obstruction

C3.2.3.2 Network Video Recorder (NVR)

NVRs will be installed in the Employer's existing server racks located in the National Herbarium Building. All mounting hardware is to be included. The capacity of the existing UPSs should be sufficient for additional NVRs and NAS equipment. However, allowance has been made in this contract for additional cabinets, switches and UPSs to be installed within each building or location to enable the installation of the proposed CCTV system.

For tender purposes the size of storage required is to be based on 30 day recording at the following estimated frame rates.

- 15 frames per second for outdoor cameras
- 15 frames per second for indoor cameras

The final storage size and number of NVRs will be confirmed with the successful tenderer based on actual frame rates and bandwidth parameters which best suit the site.

Network Video Recorder (NVR)	
Main Processor	Fit for purpose
Operating System	Embedded LINUX or similar
RAM	Fit for purpose
NAS SATA	12 slots minimum 3.5" HDD and 2.5"SSD, hot swappable
Storage	As required to meet 30 day recording of 81 cameras at 12 to 15fps. (150TB estimated through three)
IP Video Inputs	Minimum 32 per NVR
Raid	Yes
Software and GUI	Yes, including VMS
Third party support	Yes
Camera support	Up to 12 MP minimum
Network	
Interface	RJ45 10M/100M/1000M self-adaptive Ethernet interface and optical 10M/100M.1000M interface
Video	
Input	At least 32CH up to 12 MP
Output	1 VGA, 2 HD 4K
Format	Support H.265+/H.265/H.264+/H.264
Audio	
Input	1 Port RCA
Output	1 Port RCA
Alarm	
Sensor Input	4, minimum
Output	4, minimum
Motion Detection	All channels
Trigger Events	Recording, Email, FTP, Snapshot, Buzzer and Screen Tips, alarm output
Alarm Trigger:	Motion detection, tampering alarm, network disconnect, IP address conflict, storage exception

C3.2.3.3 Wi-Fi Link

The rate is to include all poles, mounting brackets, fixing materials, installation and based on the minimum specifications below.

Point-to-point Wi-Fi link (Transmitter and Receiver)	
LAN data rates	10,100,1000 Mbit/s
Data transfer rate (min)	300 Mbits/s
Frequency band	5 Ghz
Device management	Over ethernet
Minimum range	200m
Pole mount	Yes, poles and brackets to be included
Power Supply	As required
Ingress protection	IP68
Surge Protection	Yes (Lightning and ESD)

C3.2.3.4 Network Switch

Currently the existing infrastructure is fitted with HP procurve 2510 PoE network switches of which is the preferred switch. The minimum specifications for the new switches to be provided are presented below:

Network Switches 8 and 24 port Gigabit.	
Processor	Fit for purpose
Flash capacity	Fit for purpose
SDRAM	Fit for purpose
Latency	Less than 2.6 µs at 1000Mb
Network Standard	IEEE802.3, IEEE802.3, IEEE802.3ab, IEEE802.3z, EEE802.3 X
Switching capacity	8.8 Gbps
Managed	Yes
Ports	8 and 24 ports (10/100/1000) PoE
Up-Link	1 10/100/1000Mbps TP Uplink port and 1 SFP Uplink port
Mount	Rack mount or stand alone
Surge Protection	Yes (lightning and ESD)

C3.2.3.5 Surge Protection Devices

The Contractor is to ensure that the equipment is protected from surges arising from lightning and power to the minimum specifications below. Both the field devices and the internal devices, cameras and network switches, are to be protected.

Surge Protection Devices	
Description	Gigabit Ethernet and PoE Surge Blocker
Ethernet interface	RJ45 socket, PoE, 10/100/1000Base-T, input and output
Operating voltage	48 V
Maximum voltage	60V
Peak Impulse Voltage	850V with a duration less than 10ms
Response time	1µs
Warrantee	5 years
Ingress protection	IP68
Mounting	Inside enclosure/self-enclosed

C3.2.3.6 Uninterrupted Power Supply (UPS)

350VA/1500VA/3000VA Uninterrupted Power Supply (UPS)	
Output capacity	(210 W / 350 VA) (900 W / 1500 VA) (2700 W / 3000 VA)
Input	230 VAC single phase
Output frequency	47 - 53 Hz (sync to mains)
Topology	Standby

Transfer time (Max)	6ms
Voltage range	180V - 266V
Battery type	Maintenance-free sealed Lead-Acid battery
Runtime	5min at 80% load
Mount	Standalone
Surge Protection	Yes, including filtering

C3.2.3.7 Viewing Station

The viewing station will be installed in a location identified by the Employer during the construction phase. The station is to include the following:

- 23inch HD Monitor
- Desktop computer with latest intel technology
- Suitable graphics card
- Windows 10 pro
- CCTV Viewing software as required
- 8 Gb ram minimum
- 120 Gb SSD drive minimum
- Keyboard and mouse
- Joystick control device
- Viewing software and licenses

C3.2.3.8 Electrical Installations

A provisional allowance has been made for electrical installations, this shall include, but not limited to, the supply and installation of the following:

- Socket outlets
- Isolators
- Wiring
- Cabling
- Conduit
- Circuit breakers
- Certificates of Compliance

The use of this allowance will be at the Employers' discretion.

C3.2.3.9 Cat 6 Cabling, Connectors and Terminations

All cabling and connectors shall be new, SABS approved and manufactured and installed in accordance with the relevant South African National Standards. All Cat 6 cabling used for CCTV communications is to be blue in colour.

C3.2.4 Completion Documentation

Upon completion of the project, the contractor shall hand over the following documentation:

- Set of as-built drawings (for approval)
  - Layout drawings
  - Electrical single line diagrams (where applicable)
  - Block diagram (IP and communication networks).
- Equipment documentation
  - Full asset register, including serial numbers, IP addresses, etc.
  - Datasheets
  - User manuals

  - Factory test reports
  - Warranty/guarantee certificates.
- Manuals (for approval)
  - Operator Manual
  - Maintenance Manual
  - Spares lists
  - Scheduled and unscheduled maintenance tasks
  - Maintenance procedures and instructions
  - Layout diagrams
  - Wiring, electrical and control diagrams.
- Training documentation, including training aids and course notes
- Software
  - Full source code for any application software which has been custom-built for this installation
  - Full system backups, including configuration settings, for all systems forming part of this installation
  - Software installation files and discs
  - Licence keys or dongles.
- Certificate of Compliance for electrical installation work
- Acceptance test procedure and acceptance test result sheets (for approval)
  - Acceptance test snag sheet
- Final certificate of completion (for approval).

C3.2.5 List of Drawings Prepared by the Employer

Description
01 Herbarium Basement Floor
02 Herbarium Ground Floor
03 Herbarium First Floor
04 Biodiversity Centre - Ground Floor
05 Biodiversity Centre - First Floor
06 Biodiversity Centre - Site Plan Executive Parking
07 Garden Office
08 Garden Workshop
09 Education Centre
10 Education Centre Bus Entrance
11 Restaurant and Visitor Parking
12 Visitor Entrance
13 Aloe Lodge - Ground Floor
14 Aloe Lodge - First Floor
15 Aloe Lodge - Site Plan
16 Northern Turnstile
17 Southern Guardhouse

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION AND 24-MONTH MAINTENANCE OF CCTV SURVEILLANCE CAMERAS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE PRETORIA NATIONAL BOTANICAL GARDEN**
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C3.3 Construction

C3.3.1 Construction Standards

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

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

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

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

C3.3.1.1 Certification by Recognised Bodies

Certified by the Private Security Industry Regulatory Authority (PSIRA).

C3.3.2 Plant and Materials

C3.3.2.1 Plant and Materials Supplied by the Employer

None

C3.3.2.2 Materials, Samples and Shop Drawings

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

C3.3.3 Construction Equipment

C3.3.3.1 Requirements for Equipment

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

C3.3.3.2 Equipment Provided by the Employer

None

C3.3.4 Existing Services

C3.3.4.1 Known Services

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

C3.3.4.2 Treatment of Existing Services

Contractor to use caution.

C3.3.4.3 Use of Detection Equipment for the Location of Underground Services

At main Contractor's discretion.

C3.3.4.4 Damage to Services

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

C3.3.5 Site Establishment

C3.3.5.1 Services and Facilities Provided by the Employer

None.

C3.3.5.2 Facilities Provided by the Contractor

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

C3.3.5.3 Storage

No requirements are specified.

C3.3.5.4 Other Facilities and Services

No requirements are specified.

C3.3.5.5 Vehicles and Equipment

No requirements are specified.

C3.3.5.6 Advertising Rights

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

C3.3.5.7 Notice Boards

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

C3.3.6 Site Usage

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

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Part C3: Scope of Work

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C3.4 Management

C3.4.1 Planning and Programming

C3.4.1.1 General

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

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

The programme shall be produced by the contractor as follows:

a) A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will then be regarded as the baseline programme.

b) This baseline programme shall be updated with actual progress on a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

c) Acceptance by the Principal Agent of any programme submitted by the contractor does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works.

C3.4.1.2 Submission of Programme

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

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

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

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

C3.4.1.3 Default in submission of programs

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

C3.4.2 Health and Safety

C3.4.2.1 Health and Safety specification

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

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

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C3.5 Annexures

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C4.1 SITE INFORMATION 134

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C4.1 Site Information

C4.1.1 Site Location

The Pretoria National Botanical Garden is one of 10 national botanical gardens under the custodianship of the SANBI and is located in Pretoria, Gauteng.

The site is located at:

PRETORIA NATIONAL BOTANICAL GARDEN

Physical Address:
2 Cussonia Avenue
Brummeria
Pretoria
South Africa

Postal Address:
Private Bag x101
Silverton
0184
Gauteng

GPS Co-ordinates:
28°16'19.8"E 25°44'18.2"S
Long 28.27218 Lat -25.73838

For further detailed information please refer to **Annexure A: Set of Drawings**.

ANNEXURE A: DRAWINGS

ANNEXURE B: HEALTH AND SAFETY SPECIFICATIONS