

**SBD1**

**PART A  
INVITATION TO BID**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| BID NUMBER:                                                                                           | <b>Q8242-2022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CLOSING DATE: | <b>01 August 2022</b>                          | CLOSING TIME:                                                          | <b>11:00 AM</b>                                                                       |
| Description                                                                                           | <b>THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE</b><br><b>Please note:</b><br><b><u>This procurement includes Local content as per SBD 6.2 Please find attached Local content Annexures</u></b><br><br><b><u>It is estimated that tenderers must have a CIDB contractor grading designation of Level 2 SF or higher.</u></b> |               |                                                |                                                                        |                                                                                       |
|                                                                                                       | <b>Submission of proposals: proposals must be emailed to <a href="mailto:S.SCM-Quotations@sanbi.org.za">S.SCM-Quotations@sanbi.org.za</a> with a copy to Ms. Modiba at <a href="mailto:R.modiba@sanbi.org.za">R.modiba@sanbi.org.za</a></b>                                                                                                                                                                                                                                     |               |                                                |                                                                        |                                                                                       |
|                                                                                                       | <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                        |                                                                                       |
| CONTACT PERSON                                                                                        | Rorisang Modiba                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               | CONTACT PERSON                                 | Amjad Hendricks                                                        |                                                                                       |
| TELEPHONE NUMBER                                                                                      | 012 843 5332                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               | TELEPHONE NUMBER                               | (021) 526 9416                                                         |                                                                                       |
| FACSIMILE NUMBER                                                                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               | FACSIMILE NUMBER                               | N/A                                                                    |                                                                                       |
| E-MAIL ADDRESS                                                                                        | <a href="mailto:R.modiba@sanbi.org.za">R.modiba@sanbi.org.za</a>                                                                                                                                                                                                                                                                                                                                                                                                                |               | E-MAIL ADDRESS                                 | <a href="mailto:A.Hendricks@sanbi.org.za">A.Hendricks@sanbi.org.za</a> |                                                                                       |
| SUPPLIER INFORMATION                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| NAME OF BIDDER                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| POSTAL ADDRESS                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| STREET ADDRESS                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| TELEPHONE NUMBER                                                                                      | CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | NUMBER                                         |                                                                        |                                                                                       |
| CELLPHONE NUMBER                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| FACSIMILE NUMBER                                                                                      | CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | NUMBER                                         |                                                                        |                                                                                       |
| E-MAIL ADDRESS                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| VAT REGISTRATION NUMBER                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                |                                                                        |                                                                                       |
| SUPPLIER COMPLIANCE STATUS                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               | OR                                             | CENTRAL SUPPLIER DATABASE No:                                          | MAAA                                                                                  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                            |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT            |                                                                        | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

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

SBD 4

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

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

2.2.1 If so, furnish particulars:

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

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

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

terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.**

### 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

- a) The value of this bid is estimated to not exceed R500 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

|                                                   | POINTS |
|---------------------------------------------------|--------|
| PRICE                                             | 80     |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                | 20     |
| Total points for Price and B-BBEE must not exceed | 100    |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 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                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

### 5. BID DECLARATION

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 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 or QSE

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |
| Black people who are military veterans                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |
| Any QSE                                                           |          |          |

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name of company/firm: .....
- 8.2 VAT registration number: .....
- 8.3 Company registration number: .....
- 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: .....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

|                                                |                                                                                                               |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> | <p>.....<br/>SIGNATURE(S) OF BIDDER(S)</p> <p>DATE: .....</p> <p>ADDRESS: .....</p> <p>.....</p> <p>.....</p> |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

## **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**

|                                    |      |
|------------------------------------|------|
| Valves and Actuators               | 70%  |
| Steel Pipes                        | 100% |
| Discharge hose 90 deg elbow L550mm | 100% |
| 360deg 8 port nozzle               | 100% |
| Cabling                            | 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 are accessible on [www.reservebank.co.za](http://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.Q8242-2022 .....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

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 on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <p><b>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.</b></p> <p><b>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.</b></p> <p>(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.</p> <p>(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 (PPFA), 2000 (Act No. 5 of 2000).</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p><b>SIGNATURE:</b> _____</p> <p><b>WITNESS No. 1</b> _____</p> <p><b>WITNESS No. 2</b> _____</p> </div> <div style="width: 45%;"> <p><b>DATE:</b> _____</p> <p><b>DATE:</b> _____</p> <p><b>DATE:</b> _____</p> </div> </div> |  |

### Local content requirements:

This bid contains local content. Only locally produced or locally manufactured steel products with a minimum threshold for local production and content will be considered. The Local Content threshold of 100% (One Hundred Percent) for steel products 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 E local content declaration ( 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/industrialdevelopment/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 steel 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 ad 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.

## SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE



**THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE  
SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION  
BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN  
CAPE**

**QUOTATION No. Q8242-2022**

**18 July 2022**

**NAME OF TENDERER:**

**TENDER AMOUNT:**

**CLOSING DATE:**

**CLOSING TIME: 11H00**

**Issued by:**

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

**Prepared by:**

Servinet Consulting Engineers  
309 Umhlanga Street  
Ethekwini SP  
KwaZulu-Natal  
4320

18

**Stop Fraud, Theft and Corruption without Fear or Favour - Call our Hotline 0800 160 999  
Anytime**

## Invitation to Quote

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

The appointment of a Service Provider for the installation and maintenance of a fire detection and fire suppression system for the server room in the administration building at the Kirstenbosch National Botanical Garden (KNBG), Western Cape.

**Tender documents will be available** as from **18 July 2022** and will be available **ONLINE ONLY** on the SANBI website (click on "Opportunities").

SANBI is committed to the health and safety of all bidders and staff members and reducing the spread of COVID-19. As a result, with guidance from regulations published by the National Department of Health, **no briefing session or site inspection will be held.**

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

Department: Supply Chain Management  
Email: [SCM-Quotations@sanbi.org.za](mailto:SCM-Quotations@sanbi.org.za)  
Cc: [A.Hendricks@sanbi.org.za](mailto:A.Hendricks@sanbi.org.za)  
Cut-off date for enquiries: 27 July 2022 at 12:00

### CIDB registration

Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2 SF** class of construction work, are eligible to have their tenders evaluated. The contractor shall also be registered with the South African Qualification Committee (SAQCC) Fire.

Joint ventures are eligible to submit tenders provided that:

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

# National Treasury Central Supplier Database

Service Providers that are not registered on the National Treasury Central Supplier Database (CSD) at close of Bid, shall submit a copy of their application of registration with their proposal submission. Proposals received without proof of CSD registration within 7 days after the closing date for proposal submissions will not be considered.

## Evaluation process

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

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

## 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.

[illegible]

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

***The second stage will evaluate the price and preference points of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.***

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

- SBD forms (SBD 1, 4, 6.1, 6.2 ). And Local Content Annexures. The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- An original or certified copy of B-BBEE certificate or sworn affidavit (please note that failure to submit a valid original or certified B-BBEE certificate / sworn affidavit mentioned above will result in the tenderer not being awarded B-BBEE preference points).
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.
- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- UIF compliance demonstrated by submission of one of the following:
  - A valid copy of the UIF Letter of Compliance issued by the Department of Labour, or
  - Labour uFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
  - SARS eFiling Employer Statement of Account indicating UIF payments or accruals not older than 12 months, or
  - Valid proof of exemption for UIF.
- Proof of Public Liability Insurance.
- It is estimated that tenderers must have a CIDB contractor grading designation of Level 2 SF or higher.
- Fraud and Corruption
  - Any effort by a Bidder to influence the bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned. SANBI shall reject a submission if the Bidder has committed a proven corrupt or fraudulent act, or any other improper conduct in bidding for any other work.
  - SANBI may disregard any submission if that Bidder, or any of its directors -
    - have abused the Supply Chain Management (SCM) system of any Government Department/ institution; have committed proven fraud, corruption or any other improper conduct in relation to such system; have failed to perform on any previous contract and the proof thereof exists; and/or
    - is restricted from doing business with the public sector if such a bidder obtained preferences fraudulently or if such bidder failed to perform on a contract based on the specific goals.
- Quotations must include cost breakdown of all the specifications and the price must be VAT inclusive.
- Copy of CIPC registration
- Proof of technicians registration with SAQCC - Fire;

## FORM OF OFFER AND ACCEPTANCE

|                       |                                                                                                                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE</b> |
| <b>CONTRACT NO:</b>   | <b>Q8242-2022</b>                                                                                                                                                                                      |

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 maintenance of a fire detection fire suppression for the Server Room in the Administration Building at the Kirstenbosch National Botanical Garden in Cape Town, Western Cape.

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

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

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

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) .....  
 .....Rand;

R..... (in figures)

### THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the  
tenderer:**

.....

.....

.....

*(Insert name and address of organisation)*

Name &  
signature of  
witness .....

Date .....

.....

## Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the Employer:** .....  
 .....  
 .....

*(Insert name and address of organisation)*

Name &  
signature of .....  
witness .....  
.....

Date .....

## Schedule of Deviations

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

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

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

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and  
signature of  
witness \_\_\_\_\_

Date \_\_\_\_\_

## CONFIRMATION OF RECEIPT

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

The..... [day]

of ..... [month]

20.....[year]

at .....[place]

For the Contractor:

.....  
 Signature

.....  
 Name

.....  
 Capacity

Signature and name of witness:

.....  
 Signature

.....  
 Name

|                       |                                                                                                                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE</b> |
| <b>CONTRACT NO:</b>   | <b>Q8242-2022</b>                                                                                                                                                                                      |

### C.1.2 Contract Data

| <b>C.1.2 Contract Data</b>                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Part 1: Data provided by the Employer</b>                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Clause</b>                                                                                                                                                                                                                                                                                                                                             | <b>Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1.1.1.13                                                                                                                                                                                                                                                                                                                                                  | <p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>12 months</b>, measured from the date of the Certificate of Completion</p>                                                                                                                                                                                                                                                                                                                                            |
| 1.1.1.14                                                                                                                                                                                                                                                                                                                                                  | <p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is <b>3 months</b> after the Commencement Date</p>                                                                                                                                                                                                                                                                                                                                                                |
| 1.1.1.15                                                                                                                                                                                                                                                                                                                                                  | <p>The name of the Employer is <b>The South African National Biodiversity Institute</b>, represented by Mr. C. Willis and/or such persons or person duly authorised thereto be the Employer in writing.</p>                                                                                                                                                                                                                                                                                                         |
| 1.2.1.2                                                                                                                                                                                                                                                                                                                                                   | <p>The Employer's address for receipt of communications is:</p> <p><b>Delivery Address:</b><br/> <b>Attention:</b> Deputy Director: Supply Chain Management<br/>         Pretoria National Botanical Garden<br/>         2 Cussonia Avenue, Biodiversity Centre<br/>         Brummeria, Pretoria</p> <p><b>Postal Address:</b><br/> <b>Attention:</b> Supply Chain Management<br/>         South African National Biodiversity Institute<br/>         Private Bag X101<br/>         Silverton<br/>         0184</p> |
| 1.1.1.16                                                                                                                                                                                                                                                                                                                                                  | <p>The name of the Engineer is the <b>Servinet Consulting Engineers</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1.2  | The address of the Engineer is:<br><b>309 Umhlanga Street, Ethekwini SP KwaZulu-Natal 4320</b><br>Tel: <b>078 319 3419</b><br>Email: <b>info@servinetconsulting.co.za</b>                                                                                                                                                                                                                                         |
| 1.1.1.26 | <b>Clause 1.3.: Pricing Strategy</b><br><br>The Pricing Strategy is a re-measurement contract                                                                                                                                                                                                                                                                                                                     |
| 2.1      |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.1.3    | <b>Clause 3.1.3: Specific Approval of the Employer Required</b><br><br>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:<br><br><ol style="list-style-type: none"> <li>1 Clause 6.3: Variations</li> <li>2 Clause 5.11.1: Suspension of the Works</li> <li>3 Clause 5.12: Extension of Time for Practical Completion</li> </ol> |
| 5.3.1    | <b>Clause 5.3.1: Commencement of the Works</b><br><br>The documentation required before commencement with Works execution are:<br><br><p style="margin-left: 40px;">Health and Safety Plan (Refer to Clause 4.3)<br/>         Initial programme (Refer to Clause 5.6)<br/>         Security (Refer to Clause 6.2)<br/>         Insurance (Refer to Clause 8.6)<br/>         Cash flow</p>                         |
| 5.3.2    | <b>Clause 5.3.2: Timeframe to deliver documentation</b><br><br>The time to submit the documentation required before commencement with Works execution is <b>Fourteen (14) days</b> .                                                                                                                                                                                                                              |
| 5.4.2    | The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.                                                                                                                                                                                                                                                                                                |
| 5.8.1    | <b>Clause 5.8.1: Non-Working Times</b><br><br>The non-working days are Saturdays and Sundays.<br><br>The special non-working days are:<br><br><ol style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on 15 December 2022 and ending on 15 January 2023.</li> </ol>                                                  |
| 5.12.2.  | <b>Clause 5.12.2.: Some reasons for extension of time</b><br><br><b>Clause 5.12.2.2: Abnormal climatic conditions.</b><br><br><i>Add the following:</i><br><br>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).                                         |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-----------|---------|-----------|--------|----------|--------|------|--------|---------|--------|-------|---------|------|--------|----------|--------|-------|--------|--------|--------|----------|---------|
|          | <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>9 days</td><td>May</td><td>5 days</td><td>September</td><td>6 days</td></tr><tr><td>February</td><td>9 days</td><td>June</td><td>4 days</td><td>October</td><td>9 days</td></tr><tr><td>March</td><td>10 days</td><td>July</td><td>4 days</td><td>November</td><td>9 days</td></tr><tr><td>April</td><td>8 days</td><td>August</td><td>5 days</td><td>December</td><td>10 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.</p> | January | 9 days | May       | 5 days  | September | 6 days | February | 9 days | June | 4 days | October | 9 days | March | 10 days | July | 4 days | November | 9 days | April | 8 days | August | 5 days | December | 10 days |
| January  | 9 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | May     | 5 days | September | 6 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| February | 9 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | June    | 4 days | October   | 9 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| March    | 10 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | July    | 4 days | November  | 9 days  |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| April    | 8 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | August  | 5 days | December  | 10 days |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 5.13.1   | <p><b>Clause 5.13.1: Penalty for Delay</b></p> <p>The penalty for failing to complete the Works is <b>R 1000</b> per day</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 5.16.3   | <p><b>Clause 5.16.3: Latent defect liability</b></p> <p>The latent defect period is one (1) year for the project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.2      | <p><b>Clause 6.2: Security</b></p> <p>The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.8.2    | <p><b>Clause 6.8.2: Contract Price Adjustment</b></p> <p>Contract Price Adjustment: Is not applicable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.8.3    | <p><b>Clause 6.8.3: Variation in Cost of Special Materials</b></p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.10.1.5 | <p><b>Clause 6.10.1.5: Interim Payments - Materials on Site</b></p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |
| 6.10.3   | <p><b>Clause 6.10.3: Retention Money</b></p> <p>The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2,5% upon the issue of the Certificate of Completion. The remaining 2,5% retention will be released upon the issue of the Final -</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |           |         |           |        |          |        |      |        |         |        |       |         |      |        |          |        |       |        |        |        |          |         |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <p>Approval Certificate upon lapse of the defects liability period.</p> <p>Security plus Retention amount will not exceed 15% of the Contract Sum</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6.10.4   | <p><b>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</b></p> <p><i>Replace “28 days” in the second last sentence with “30 days”</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.10.6   | <p><b>Clause 6.10.6: Set-Off and Delayed Payments</b></p> <p>A guarantee in lieu of retention is not permitted</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.10.6.2 | <p><b>Clause 6.10.6.2: Set-Off and Delayed Payments</b></p> <p><i>Replace the words “prime overdraft rate certified by the Contractor’s banker” with the words “interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply”</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.10.8   | <p><b>Clause 6.10.8: Contractor’s completion statement</b></p> <p><i>Replace “28 days” in the last sentence with “30 days”</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.10.9   | <p><b>Clause 6.10.9: Final payment certificate</b></p> <p><i>Replace “28 days” in the last sentence with “30 days”</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.12     | <p><b>Clause 6.12: Additional</b></p> <p><i>Add Clause 6.12 as follows:</i></p> <p>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.6.1    | <p><b>Clause 8.6.1: Insurance</b></p> <p><i>Add the following:</i></p> <p><b>Damage to the Works</b></p> <ul style="list-style-type: none"> <li>(a) Without in any way limiting the Contractor’s obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary.</li> <li>(b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.</li> <li>(c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2.</li> </ul> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.6.1.1.2        | <b>Clause 8.6.1.1.2: Insurance</b><br><br>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.6.1.1.3        | <b>Clause 8.6.1.1.3: Insurance</b><br><br>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.6.1.3          | <b>Clause 8.6.1.3: Insurance</b><br><br>The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.6.1.5          | <b>Clause 8.6.1.5: Additional Insurance</b><br><br>Additional Insurance is required for the following:<br><br>a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.<br><br>b) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river. |
| 10.5, 10.6, 10.7 | <b>Clause 10.5, 10.6, 10.7: Dispute Resolution</b><br><br>Dispute resolution shall be by <b>Arbitration</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11               | <b>Clause 12: Confidentiality</b><br><br>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12               | <b>Clause 13: Amendments in writing</b><br><br>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**Clause**

1.1.1.9 The Contractor is .....

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

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone: .....

Fax: .....

Email: .....

### C1.3 Form of Guarantee

#### PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical Address:.....

“Employer” means:.....

“Contractor” means:.....

“Engineer” means:.....

“Works” means:.....

“Site” means:.....

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

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

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of

Completion of the Works or the date of payment in full of the      Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the      Guarantor in writing of the date on which the Certificate of Completion of the Works has been      issued.

3.      The Guarantor hereby acknowledges that:
  - 3.1      any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2      its obligation under this Performance Guarantee is restricted to the payment of money.
4.      Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1      A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2      A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3      A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5.      Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1      the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2      a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3      the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6.      It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7.      Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

C2 Pricing Data

|                |                                                                                                                                                                                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT TITLE: | THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE |
| CONTRACT NO:   | Q8242-2022                                                                                                                                                                                      |

### C3 Scope of Work

|                       |                                                                                                                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE</b> |
| <b>CONTRACT NO:</b>   | <b>Q8242-2022</b>                                                                                                                                                                                      |

## SCOPE OF WORK

### EMPLOYER'S OBJECTIVES

The employer's objective is to deliver improved infrastructure in the Kirstenbosch National Botanical Garden.

### OVERVIEW OF THE WORKS

The project entails the supply and installation of Automatic Gas Fire Suppression System in the server room at the Main Administration Block at the Kirstenbosch National Botanical Garden, Cape Town.

### LOCATION OF THE WORKS

The site is located at the Kirstenbosch National Botanical Garden (KNBG), Rhodes Drive, Newlands, Cape Town.

The following buildings shall form part of the scope of work:

- Server Room at the Main Administration Building
- The server room is approximately 37m<sup>2</sup> (area)- ( kindly refer to the drawings which forms part of this tender
- It should be noted that the site is a "Live Site" meaning that all the work will have to be done whilst the Server room is in operation hence due care to be observed during carrying out of the task

### DESCRIPTION OF SITE AND ACCESS

Kirstenbosch National Botanical Garden lies in the heart of the Cape Floristic Region, also known as the Cape Floral Kingdom. It is the first botanic garden in the world to be included within a natural World Heritage Site.

The 36-hectare garden is part of a 528 hectare estate that contains protected mountainside supporting natural forest and fynbos along with a variety of animals and birds. The Kirstenbosch Estate borders the Table Mountain National Park, and the Garden merges seamlessly with the natural fynbos and forest of the mountain.

Kirstenbosch displays a wide variety of the unique plant life of the Cape Flora. Plants from all the diverse regions and biomes of southern Africa are also grown at Kirstenbosch, including a near-complete collection of cycads. There are over 7 000 species in cultivation at Kirstenbosch, including many rare and threatened species

The garden is accessible via Rhodes drive, Newlands.

## **TEMPORARY WORKS**

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

## **DESCRIPTION OF THE WORKS**

### **1.1. GENERAL**

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

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

### **1.2. SCOPE OF CONTRACT**

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

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

- Installation of an Automatic Gas Suppression System in the Server Room
- Installation of detection system to linked to the gas suppression
- Link the Gas Panel with the Main Fire System
- Three-year system Maintenance

The Contractor will be required to construct the works in conformity with design criteria specified in the Project Specification.

The project period will be **3 months**.

### **1.3. CONSTRUCTION WORKS SPECIFICATION**

#### **PORTION A**

- A. This installation shall be made in strict accordance with the drawings, specifications and applicable NFPA & SANS Standards. All equipment and devices used shall be listed by the standardizing agencies.

- B. Design and installation of the gas suppression system will be in strict accordance with the following guidelines and regulatory agencies:
1. NFPA 2001 Standard on Clean Agent Fire Extinguishing Systems
  2. SANS 10400 Part T Fire Installations
  3. SANS 14520 : Fixed firefighting Systems: Gas extinguishing Systems

## **PORTION B**

### **PA HEALTH AND SAFETY SPECIFICATION**

#### **PA1 DESCRIPTION OF WORK**

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

- Establishment
- Installation of Automatic suppression system and maintenance
- Removal and trimming of site
- Maintenance of the above for a period of 12 months after the issue of the Certificate of Completion
- Compliance to regulations relating to Health and Safety and the Environmental Management Acts

#### **PA2 DESCRIPTION OF THE SITE**

The site is located at the Kirstenbosch National Botanical Garden (KNBG), Rhodes Drive, Newlands, Cape Town.

#### **PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014**

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

#### **PA4 POTENTIAL SOURCES OF RISK**

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

- Scaffolding

- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors
- Hot work (steel cutting and welding)
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders
- Dust
- Inadequate or fragile coverings
- Explosives
- Testing of pipelines

The contractor's attention is drawn to large forces existing on pipelines, specials and supports during pressure testing, and shall ensure that structures are properly secured during testing to withstand the pressures and forces.

## **PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM**

### Health and Safety Philosophy

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

### **PA5.1 Contractor Health and Safety Management System**

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

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

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

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

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

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

## **PA6 CONTRACTOR HEALTH AND SAFETY PLANS**

Each contractor and sub-contractor working on the site must prepare a Health and Safety Plan to address and manage all applicable sources of risk as per items under point 4 of this specification as well as any other sources of risk which are identified during the contractor's own risk assessments. The Principal Contractor shall incorporate these into a single Health and Safety Plan for the execution of the entire contract works ("the Health and Safety Plan"). Should any further risks be identified in the course of the construction work, such risks must be assessed and addressed in amended Health and Safety Plans which must then be submitted to the Client for approval.

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

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

## **PA7 ADDITIONAL DUTIES OF PRINCIPAL CONTRACTOR**

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

## **PA8 GENERAL**

- i) Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the Principal Contractor of any of its obligations or liabilities.

- ii) The Client shall not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

## **PA9 MEASUREMENT AND PAYMENT**

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

## **PC LABOUR INTENSIVE METHODS**

### **PC1 SCOPE**

This Particular Specification covers the requirements wherever labour intensive methods of construction in accordance with the Tender Conditions are specified.

### **PC2 INTERPRETATIONS**

#### **PC2.1 Supporting Specifications**

Where this Particular Specification is applicable, the following specifications shall, inter alia, form part of the contract document.

- 1200 General Requirements
- 1300 Contractor's establishment on site and General obligations
- 1400 Housing Offices and Laboratory for the Engineer's site personnel
- 1500 Accommodation of traffic

#### **PC2.2 Application**

This Particular Specification contains clauses that are applicable wherever labour intensive methods of construction are to be employed.

Machine applications shall only be allowed by the Engineer for the specific operations listed hereunder or, if so directed, by unforeseen or special circumstances on site.

Loss of contract time owing to unsatisfactory progress, poor contract management or whatsoever related reason will not be regarded as "unforeseen or special circumstances", unless ruled to the contrary by the Engineer on a motivation submitted by the Contractor.

The Contractor shall request permission from the Engineer in writing, at least fourteen calendar days in advance, (if possible), of his intention to use machine operations for work reserved for hand labour execution. The request is to be substantiated by a proper motivation.

No machine operations subject to the above request are to commence without the prior written approval of the Engineer and no additional payment of whatsoever nature shall be allowed should the Engineer agree to the request submitted by the Contractor. The tendered rates and prices applicable to hand labour execution shall suffice.

#### **PC2.3 Definitions**

Labour Intensive – An activity that is undertaken by labour only, specifically excluding the use of any plant or mechanical equipment, except hand tools and related equipment.

Task – A quantified activity or operation.

Daily Rate – The remuneration of a day's work, regardless of output and only applicable when unable to define tasks.

Task Rate – The remuneration for a completed task.

Labour-Intensive Construction – The economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications; thus the effective substitution of labour for equipment. (Note: This definition is not Contract-specific, but applies to the project as a whole. This Contract is a part of such a project.)

Labour-Based Construction – see Labour-Intensive Construction

### **PC3 ACTIVITIES THAT MAY MAKE USE OF MACHINE INTENSIVE OPERATIONS**

The activities listed hereunder may be executed by machine intensive means, if not listed hereunder the execution shall be labour intensive.

- i) Drilling of the wall.
- ii) Any operation as may be specified by the Engineer.

### **PC4 MATERIALS**

The requirements of the applicable SANS specification and/or Project Specification shall apply except where superseded by this Particular Specification.

### **PC5 PLANT**

Where plant is to be used, as authorised by this Particular Specification, the requirements of the applicable SANS Specification and/or Project Specification shall apply except where superseded by this Particular Specification.

### **PC6 CONSTRUCTION**

The requirements of the applicable SANS 1200 Specification and/or Project Specification shall apply. Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

### **PC7 TOLERANCES**

The requirements of the applicable SANS Specification and/or Project Specification shall apply.

### **PC8 TESTING**

The requirements of the applicable SANS Specification and/or Project Specification shall apply.

## **PC9 MEASUREMENT AND PAYMENT**

The requirements of the applicable SANS Specification and/or Project Specification shall apply except where superseded by this Particular Specification.

## **PC10 PENALTY FOR NON-COMPLIANCE**

Should the Contractor during the execution of the Work reserved for labour intensive execution:

- a) use unspecified plant; or
  - b) contravene the requirements of Particular Specification PA
- then the Contractor shall pay to the Employer the penalty as set out hereunder and the Employer may without prejudice to any other method of recovery deduct the amount of such penalty from any monies in the hands due or which may become due to the Contractor.
- a) R1 000.00 per occurrence; plus
  - b) 15% of the value of work so executed calculated as the product of the quantity (calculated by the Engineer) and the applicable tendered rate.

## **1.4. DESCRIPTION OF SITE AND ACCESS**

The site is located at the Kirstenbosch National Botanical Garden (KNBG), Rhodes Drive, Newlands, Cape Town.

## **1.5. LOCALITY**

The site address where work is to take place is as follow:

- Kirstenbosch National Botanical Garden, Newlands , Cape Town
- Co-ordinates: 33.9875°S  
18. 4327°E

## **1.6. THE SITE OF THE WORKS**

For contractual purposes, the Site of Works shall be limited to the immediate vicinity and reasonable working space as per the Scope of the contract.



|                       |                                                                                                                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT TITLE:</b> | <b>THE INSTALLATION AND MAINTENANCE OF A FIRE DETECTION AND FIRE SUPPRESSION SYSTEM FOR THE SERVER ROOM IN THE ADMINISTRATION BUILDING AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, WESTERN CAPE</b> |
| <b>CONTRACT NO:</b>   | <b>Q8242-2022</b>                                                                                                                                                                                      |

## **C4 OHS Mandatory Agreement**

### **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.

COLD 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.

### **Closing date for quotations**

The closing date for submission of responses is **01 August 2022 at 11:00 AM**.

Submissions should be e-mailed to [S.SCM-Quotations@sanbi.org.za](mailto:S.SCM-Quotations@sanbi.org.za) with a copy to Ms. Modiba at [R.Modiba@sanbi.org.za](mailto:R.Modiba@sanbi.org.za)

For further information, contact Mr Amjad Hendricks on 079 523 4440 or e-mail [A.Hendricks@sanbi.org.za](mailto:A.Hendricks@sanbi.org.za)

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