



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (<i>South African National Biodiversity Institute</i>)					
BID NUMBER:	SANBI: FBS426/2022	CLOSING DATE:	23 SEPTEMBER 2022	CLOSING TIME:	11:00am
DESCRIPTION	The appointment of three (3) Printer Service Providers to provide print and print-related services for the printing and production of publications and other print media to the South African National Biodiversity Institute (SANBI) for a period of three (3) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria					
Compulsory briefing session date:					
Virtual Compulsory Session will take place on 09 September 2022 from 10H00 to 11H30am. The closing date for the queries briefing session is the 13 th September 2022 at 11H00am					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sanbi.tenders@sanbi.org.za		E-MAIL ADDRESS	S.Turck@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

SANBI Terms of Reference Three Printer Service Providers

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number: **SANBI: FBS426/2022**

Closing Time 11:00

Closing date: **23 September 2022**

OFFER TO BE VALID FOR...120.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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**** (ALL APPLICABLE TAXES INCLUDED)**

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)?
*YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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



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** R50 000 000 (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 √	QSE √
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		
OR		
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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS



Request for Tender

for

The appointment of three (3) Printer Service Providers to provide print and print-related services for the printing and production of publications and other print media to the South African National Biodiversity Institute (SANBI) for a period of three (3) years.

The South African National Biodiversity Institute (SANBI)

Private Bag X101

Silverton

Gauteng

0184

Tender Number: SANBI: FBS 426/2022

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1. Introduction

The South African National Biodiversity Institute (SANBI) wishes to appoint three (3) Printer Service Providers, each on a three-year contract, to provide consistently high-quality printed products and related printing services, which would include occasional graphic design and layout services.

During the three-year contract period, all three Printer Service Providers will be requested to quote for specialised printing work and services as and when required.

The work will be awarded to the Printer Service Provider who provides the most reasonable quote for each printing and production request.

2. Background

SANBI leads and coordinates research; monitors and reports on the state of biodiversity in South Africa; provides knowledge and information; gives planning and policy advice; pilots best-practice management models in partnership with stakeholders; and engages in ecosystem restoration and rehabilitation, thus bridging the gap between science, knowledge, policy, and implementation.

The South African National Biodiversity Institute (SANBI) dates to 1903, with botanical research as the mainstream activity of its predecessor organisations (Botanical Research Institute (BRI), National Botanical Institute (NBI)).

SANBI's mandated activities rely heavily on the knowledge and information base provided by SANBI's print media, with particular reference to SANBI publications. These publications are available as hard copies as well as electronic versions that can be downloaded from the SANBI website and can also be accessed as open access information on the Biodiversity Advisor and Biodiversity Heritage Library website.

In addition to the availability of SANBI's publications mentioned above and other SANBI printed products, these products are also distributed locally as well as internationally in various ways, e.g., electronically, via the SANBI Bookshop and the SANBI Libraries' exchange agreements with other local and international libraries.

The reputation of SANBI's knowledge base depends largely on the print and electronic media produced by SANBI, which includes:

a) SANBI publications and monograph series:

- *Strelitzia* series (botanical science and research; peer-reviewed).
- *Suricata* series (zoological science and research; peer-reviewed).
- *SANBI Biodiversity Series* (occasional reports on workshops, technologies, projects, symposia and other SANBI activities).
- *Flowering Plants of Africa* (peer-reviewed, biennial, botanical research journal).
- *Bothalia: African Biodiversity Conservation* journal.

These publications, except for the biennial *Flowering Plants of Africa*, are produced and printed according to how and when manuscripts are submitted, and how they can be accommodated in existing schedules for SANBI editing and design.

b) Other SANBI print media:

- Ad hoc publications (internal and external authors) for various divisions, directorates, and projects/programmes in SANBI, including the SANBI Annual Report, Corporate Strategic Plan (CSP) and the Annual Performance Plan (APP) for the CEO's office.
- Brochures, pamphlets, banners, notepads, folders, business cards, z-cards, leaflets, stickers, bookmarks and CDs (including CD labels and case covers), etc. for various divisions, directorates and projects/programmes in SANBI.
- Speciality/promotional items (branded flash disks, bags, caps, pens, lanyards, etc.) for various divisions, directorates, and projects/programmes in SANBI.
- Corporate material for Corporate Services e.g., electronic, and printed material for Marketing, Communication and Commercialisation (MCC).

c) Print-related services

Graphic design and layout services related to specific projects are provided by in-house graphic design and editing services.

At times graphic design and editing capacity cannot meet SANBI ad hoc service requests.

These services may include the design and layout of the SANBI Annual Report, of which compilation and finalisation result in very short times frames being specified by Senior Management. Due to challenges with in-house design capacity, these short time frames might not be met by the SANBI Graphics & Editing unit and will therefore need to be outsourced to one of the three Printer Service Providers.

3. Invitation to tender

Tenderers are hereby invited to submit proposals for the appointment of three (3) Printer Service Providers to provide printing and print-related services for the printing and production of publications and other print media to the South African National Biodiversity Institute (SANBI).

The tender process will be coordinated by SANBI's Supply Chain Management (SCM) at the following address:

The Deputy Director:
Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184

4. Compulsory briefing session

A virtual compulsory briefing session will take place on 9 September 2022 from 11:00 till 12:00 on Microsoft Teams.

One representative per service provider will be allowed to attend the session.

Bidders are advised to make a booking by providing their e-mail addresses to the following e-mail: Sanbi.tenders@sanbi.org.za with the **Tender no SANBI: FBS426/2022** as the subject line by 16:00 on 1 September 2022.

A link to access the session will be provided to bidders who made a booking to attend.

Bidders are encouraged to direct all technical and bidding procedure enquiries to:

South African National Biodiversity Institute (SANBI)
Pretoria National Botanical Garden
2 Cussonia Avenue, Brummeria, Pretoria, 0184
Private Bag X101,
Silverton,
0184

Email: sanbi.tenders@sanbi.org.za

Web: www.sanbi.org

The closing date for queries after the compulsory briefing session will be 13 September 2022 at 11:00

5. Scope of work

Service Providers will be required to do the following:

- Provide quotes according to print specifications provided by SANBI Requesters within a maximum of five days.
- Provide all the required support services about the printing and production of hard copy print media:
 - Provide three sets of printed proofs.
 - Provide one set of author's proof if and when required (can be electronic).
 - Collection of printed proofs, final artwork, if required.
 - Notification of delivery and delivery of hard copy print media according to time frames specified in requester printer specifications.
 - Provide delivery note and invoice.
- Deliver final print media products according to required standards strictly within requested time frames.
- Ensure high quality and fast printing when required according to latest technology and printing developments in the publishing/printing industry.
- Liaise with subcontractors or source any related services (e.g., special binding requirements, expert embossing and specialised print effects, lamination and/or spot

UV, etc.) when internal resources aren't available or cannot be accessed, to complete printing processes and ensure delivery.

- Provide a collecting and delivery service to and from SANBI's main campuses (Pretoria and Kirstenbosch National Botanical Gardens).
- In the case of printing of books:
 - Prepare and provide one set of proofs for preprint approval by the relevant SANBI staff member/s.
 - Provide an advance copy of high-profile publications should it be required in the specifications (within specified time frames).

All processes related to printed products will be aligned with SANBI's mandate, procedures, and policies.

6. Mandatory documents

Table 1: Checklist of mandatory documents required
1. A current copy of the Central Suppliers Database (CSD) registration report or registration number.
2. Duly completed and signed SANBI SCM SBD forms.
3. A certified copy of Liability Insurance Cover for the company and the amount available per claim.
5. A letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.

Failure to submit the required documentation above will lead to disqualification.

7. Other documents required for evaluation of functionality

1. Two examples of quotes provided for two print products (customer details can be blocked out) (Table 2 Criterion 1.1a).	Provided?
2. Two copies of delivery notes that were issued with the delivery of the two abovementioned printed products (customer details can be blocked out) (Table 2 Criterion 1.1a).	
3. An estimate/quotation for the specification attached as Appendix 1 (Table 2 Criterion 1.1b).	
4 a Two examples of two hard copies of books	
b Two other examples of print media of which one should be an annual report (Both print media products should be examples of which the graphic design and layout was done by the Printer Service Provider) (Table 2 Criterion 2.1a and b)	
5. Short background on history and experience in the printing industry (± 200 words), with details of the Service Provider, including profile and general capacity.	

For key staff: CVs (not more than 3 pages each) indicating their relevant qualifications, skills, experience and track record in support of the required skills and competencies. List three current or past print projects the Tenderer has been involved with and clearly indicate the company's role (Table 2 Criterion 2.2a).	
6. References: At least three traceable references, including names and contact details of any past or present clients to which similar services have been supplied over the past three years. (Table 2 Criterion 2.2a).	
7. Pre-qualification criteria for preferential procurement: Section 4(1) (a) A Tenderer having a stipulated minimum B-BBEE status level 2 contributor.	
8. Proof of location of offices or branch offices within 100 kilometres of the Pretoria National Botanical Garden and the Kirstenbosch National Botanical Garden respectively.	

Please make use of the checklist above to ensure that all other documentation has been supplied.

Other documents that can be included (failure to submit these documents will not result in disqualification):

- Proof of Membership of Printing South Africa. (Membership ensures that a printer aligns itself to certain guidelines and standards in the printing industry).
- Experience: the service provider can provide additional evidence of relevant experience in the printing industry (besides information required for Table 2: Criteria).

8. Evaluation criteria

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 and the Preferential Procurement Policy Framework Action (PPPFA) (No. 5 of 2000) in accordance with the Preferential Procurement Regulations, 2017)). SANBI procurement processes applies to the evaluation of this tender.

Table 2: Criteria for evaluating functionality (See Table 1: Checklist of mandatory documents required)		Points
1. Technical merit of proposal:		35
1.1 Approach and commitment to time frames according to specifications:		
a) Assessment of time frames for previous print work, viz. two delivery notes and two related estimates/quotes.		10
b) Assessment of estimate for requested specifications provided in Appendix 1 (requested in Table 1).		15
1.2 Presentation of tender documentation submitted for tender: quality, correctness, and neatness of documentation.		10
2. Evidence of competencies based on examples of work provided:		65
2.1. Assessment of two examples of two hard copies of books as well as two other examples of print media of which one should be an annual report – both examples of other print media should be examples of which the graphic design and layout was done by the Printer Service Provider:		
a) Quality of printing work:		
Books:		
• Correct impositioning of pages (correct order of total number of pages).		5
• Perfect registration of full colour work/colour standard of full colour printing, no smudges, or misprinted images).		10
• Binding (folding and cutting, smooth paper edges, neatness of stitching, appropriate stapling/glue/perfect binding for hard copy).		10
b) Graphic design and layout:		
Two examples of other printed media:		
• Adherence to graphic design standards on usage of fonts and colours, handling of negative and positive space, concept and composition, paper stock used, and quality of final product.		20
2.2. Capacity and experience of the Service Provider:		
a) Short history with background on Service Provider, which includes:		
• Experience of key staff.		10
• Relevant projects completed.		10
TOTAL		100

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

As price is not relevant to this tender, the second stage of evaluation of bids will focus solely on preference points as determined from the bidders Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate or an affidavit.

The three Service Providers with the highest scores will be selected.

9. Nature of appointment and contractual arrangements

- To ensure a sufficient level of competition, especially in terms of pricing, three (3) Printer Service Providers will be identified for appointment and contracted to provide

printing services as specified in this document.

- The contracts will be drawn up between SANBI and each of the Printer Service Providers.
- For each printing job, a quote will be obtained from each of the three (3) appointed Printer Service Providers. The job will be awarded to the Printer Service Provider who provides the most reasonable quote.
- Accountability will be to the Deputy Director: SANBI Graphics & Editing. Accounting will be the responsibility of each Requester of the various divisions that make use of the three Printer Service Providers.
- Invoices will be paid for deliverables received as agreed upon in the contract.
- Invoices must be detailed and complete, indicating the deliverables produced. No upfront payments will be made.
- Invoices are to be addressed to the specific Requester of a SANBI division, directorate, programme, or project, and should include the correct details of the Requester.
- SANBI will pay for the satisfactory completion and delivery of print work within 30 days of the invoice received.

10. Confidentiality

Any or all information made available to the Printer Service Provider by SANBI shall be regarded as confidential and shall not be made available to third parties without the prior consent of SANBI.

11. Preparation of proposal

SANBI shall not be held liable for any cost that has been incurred by the Printer Service Provider in the preparation of the proposal, the obtaining of certificates or any other cost that might be incurred in submitting the proposal.

The examples of hard copy printing that are required for evaluation purposes in Table 2 will not be returned unless specifically requested by the Service Provider.

12. Tender documentation availability

Bidders are requested to download the tender documents from the SANBI website: www.sanbi.org

13. Contract and contract period

Each of the three Printer Service Providers will be required to sign a contract with SANBI and this agreement will be based on an annual performance assessment, the quality of products, and services provided.

The contract period for each Printer Service Provider is three (3) years with the implementation date for all three contracts anticipated to be 1 February 2023.

14. 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

15. Submission of tender

This is a two-envelope tender process. Service Providers are to submit the following:

- **one (1) hard copy pack** of the proposal documents marked “ORIGINAL” in a large envelope; and
- **one (1) electronic pack** of proposal documents on a memory stick (PDF format only), marked “COPY” in a second envelope inside the large hard copy envelope.

Financial and pricing details must only be included in the pack marked “ORIGINAL”.

No pricing should be included in the electronic copy (PDF file)

All documents must be compiled with a Table of Contents and must be clearly labelled.

Failure to submit in the prescribed manner WILL lead to the bid being disqualified.

Tenders must be submitted in the tender box located in the reception area of the Biodiversity Centre Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria, during office hours before the tender closing date and time.

Normal office hours are from 08:00 to 16:00 daily.

E-mailed and faxed submissions will not be accepted.

Late submissions will be disqualified.

Closing date and time: 11:00 on 23 September 2022

Tender no. SANBI: FBS 426/2022

16. Requests for further information

Requests for more information on the technical aspects of this tender must be directed to the Deputy Director: SANBI Graphics & Editing, Ms. Sandra Turck (e-mail: s.turck@sanbi.org.za).

For more information on the Supply Chain Management section requirements, please e-mail: sanbi.tenders@sanbi.org.za

Annexure 1: Specifications to provide quote (see Table 2 Criterion 1.1b).

2 June 2022

REQUEST FOR QUOTATION
Suricata 8

Request	Please quote on the production of the above-mentioned book.
We supply	Inside pages & cover, supplied as print-ready PDF files on disk.
Description	Quantity: 300 and 500 Page size: 215 x 275 mm (portrait orientation) Cover: CMYK hard cover <u>Gloss laminate</u> on outside cover Endpapers: printed CMYK, one side only Inside: CMYK throughout TOTAL: 1032 pages excluding cover.
Paper	Inside: <u>Magno Satin</u> (Matt) (or similar paper) 130 gsm, white Hard cover: <u>Magno Satin</u> (Matt) (or similar paper), gsm as appropriate for thickness of book, white Endpapers: <u>Magno Satin</u> (Matt) (or similar paper), gsm according to binding requirements, white
Binding & Packaging	• Tail band closest colour match to colour strip at bottom of front cover. • Include ribbon bookmark closest colour match to colour strip at bottom of front cover. • Thread sewn in sections, bound in hardcover (laminated). • Packaging of books: shrink-wrapped in 5's. • Double walled cartons, packing to a maximum weight of 15kg per carton.
Proofs	Before printing: page proofs Before binding: <u>ADVANCE COPY OF BOOK</u> Delivery at one address: National Herbarium, Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria.

Yours sincerely

Ms Daleen Maree

Office Manager: Biodiversity Information Management and Policy Advice / SANBI Graphics & Editing

E-mail: d.maree@sanbi.org.za

Annexure 2: List of products (may not include all product requests)

Books

Brochures

Flyers

Folders

Booklets

Banners

Branded promotional and corporate items, e.g.:

- Bags
- Water bottles
- Ties
- Scarves
- Flags
- T-shirts
- Gazebos
- Z-cards
- Flash disks
- Caps
- Pens
- Notepads

ANNEXURE A**1. SPECIAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the Special Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

- 2.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement or Standard Independent Contractor Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 2.2. SANBI reserves the right to vary the proposed draft Service Level Indicators and/or Milestones during the course of negotiations with a bidder by amending or adding thereto.
- 2.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and/or Milestones and where necessary, make proposals to these;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators and/or Milestones for ease of reference.
- 2.4. SANBI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

- 3.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

- 3.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 3.3. To accept part of a tender rather than the whole tender.
- 3.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 3.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 3.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 3.7. Award to multiple bidders based either on size or geographic considerations.

4. SANBI REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 4.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent from SANBI has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION, AND FRAUD

5.1. SANBI reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), —

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 6.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 6.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

7. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SANBI, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

8. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SANBI incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SANBI harmless from any and all such costs which SANBI may incur and for any damages or losses SANBI may suffer.

9. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SANBI shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SANBI reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a

fraudulent Tax Clearance Certificate to SANBI or whose verification against the Central Supplier Database (CSD) proves non-compliant. SANBI further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SANBI reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that SANBI allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SANBI will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with SANBI's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by SANBI remain proprietary to SANBI and must be promptly returned to SANBI upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SANBI's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid

relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. SANBI PROPRIETARY INFORMATION

Bidder will on their bid cover letter (SBD1) make declaration that they did not have access to any SANBI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (SANBI: FBS429/2022), SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder. The successful bidder shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.