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South African National Biodiversity Institute

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
RFQ NUMBER:	**Q10928/2024**	CLOSING DATE:	**16 October 2024**	CLOSING TIME:	**11H00 am**

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR ONE (1) YEAR.

NB: It is estimated that tenderers should have a CIDB contractor grading designation of Level 1 SF or higher

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

Submission of proposals: Proposals must be emailed to Ms. **Anathi Mbadla @** a.mbadla@sanbi.org.za and copy **S.SCM-Quotations@sanbi.org.za**

Please state the Bid number as the reference number on the subject line when responding to the RFQ

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Anathi Mbadla**	CONTACT PERSON	**Athi Makrune**
TELEPHONE NUMBER	**012 843 5085**	TELEPHONE NUMBER	**021 799 8498**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**A.Mbadla@sanbi.org.za**	E-MAIL ADDRESS	A.Makrune@sanbi.org.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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

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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: ……

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……

……

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**

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

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

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SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all

unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be

awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	5	
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	5	
3. Categories of persons historically disadvantaged by unfair discrimination on the basis of disability. **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	10	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary

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

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR ONE (1) YEAR.

QUOTATION No. _ Q10928/2024_____

NAME OF SERVICE PROVIDER:

RFQ AMOUNT:

CLOSING DATE: **16 October 2024**

CLOSING TIME: **11H00AM**

RFQ documents are to be submitted via email. No hand delivery will be accepted.

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

RFQ Notice and Invitation to RFQ

THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE INVITES SERVICE PROVIDERS FOR THE PROVISION OF:

Appointment of a service provider to service, maintain and repair the existing Fire Gas Suppression System for a period of one (1) Year at KRC Herbarium & New Administration Building: Kirstenbosch National Botanical Garden.

RFQ documents will be available as from 26 September 2024 and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

Suppliers can arrange for site visit with Ms Athi Makrune on the following contact details 021 799 8498 on email at A.Makrune@sanbi.org.za. Site visit will be held at the Kirstenbosch National Botanical Gardens, 99 Rhodes Drive, Newlands, Cape Town, 7700.

(a) CIDB registration

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

Joint ventures are eligible to submit RFQ's provided that:

1. every member of the joint venture is registered with the CIDB;

1. the lead partner has a contractor grading designation in the **1SF or higher** class of construction work; and

2. 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 **1SF or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

(b) National Treasury Central Supplier Database

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

MANDATORY REQUIREMENTS:

Potential Service Providers must also submit the following mandatory documents (**failure to submit will lead to disqualification**):

a) Duly completed and signed SBD forms.
b) It is estimated that tenderers should have a CIDB contractor grading designation of Level 1SF or higher. Attach proof of registration.
c) Valid letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA).
d) Proof of public liability insurance.
e) Formal quotation with company letter head.

Other requirements:

a) A copy of the company Central Supplier Database (CSD) registration report

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

Each tender document should also include the following documentation, although failure to submit these documents will not result in disqualification. However, the information contained in them is required for evaluation purposes.

Order	Documents to be submitted
1	Company Profile
2	Provide three (3) signed reference letters of similar projects
3	Qualifications and experience of personnel
3	Locality of Business

EVALUATION PROCESS

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

PHASE 1

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

Capability Evaluation Criteria		**Points**
Company Profile (a) A Brief overview of the company with an indication of its expertise to the scope of work.		**30**
Sub - Criteria	**Scale**	
More than 9 years of experience in the relevant to the scope of work.	**30**	
7 to 8 years of experience relevant to the scope of work.	**24**	
5 to 6 years of experience in the relevant to the scope of work.	**18**	
3 to 4 years of experience in the relevant to the scope of work.	**12**	
1 to 2 years of experience in the relevant to the scope of work.	**6**	
0 years of experience in the relevant to the scope of work.	**0**	
Provide three (3) signed reference letters of similar projects. (this should reflect name of client/ project and rand value of the project)		**30**
Sub- Criteria	**Scale**	
Three or more signed letters of reference with the relevant summary for projects done in the last five (5) years	**30**	
Two signed letters of reference with the relevant summary for projects done in the last five (5) years	**24**	
One signed letter of reference with the relevant summary for projects done in the last five (5) years	**18**	
Three or less signed letters of reference with a vague summary of projects done in the last five (5) years	**12**	
Three or less signed letters of reference with an irrelevant summary for projects done in the last five (5) years	**6**	

No submission of signed letters of reference with the relevant summary for projects done in the last five (5) years	**0**	
Sub- Criteria	**Scale**	**Points**
		20

Qualifications and experience of personnel

Level of expertise and qualifications / Certification (Fire Panels and Gas Suppression) of personnel that will be directly engaged in execution of the project (Curriculum vitae and qualifications to be attached)

More than 9 years of experience in the relevant field	**20**
7 to 8 years of experience in the relevant field	**16**
5 to 6 years of experience in the relevant field.	**12**
3 to 4 years of experience in the relevant field.	**8**
1 to 2 years of experience in the relevant field.	**4**
0 years of experience in the relevant field.	**0**

Locality of Business — **20**

Bidders must submit proof of physical address by means of an affidavit. The affidavit must include the following:

- Name of registered company
- Name of authorized person acting on behalf the registered company
- Number of years located at the address registered for the company

Sub -Criteria	**Scale**
Companies who have rendered related work within the Western for 21 or more.	**20**
Companies who have rendered related work within the Western for 16-20 years.	**16**
Companies who have rendered related work within the Western for 11-15 years.	**12**
Companies who have rendered related work within the Western for 6-10 years.	**8**
Companies who have rendered related work within the Western Cape for 1- 5 years	**4**
Companies located outside Western Cape	**0**

TOTAL	**100**

*Bidders 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.*

Stage 2 will evaluate price and equity according to the 80/20-point system, where price constitutes 80 points and a maximum of 20 points will be awarded based on specific goals as follows.

Specific Goals	
Specific goals	Points Allocated
Categories of persons historically disadvantaged by unfair discrimination on the basis of race 100% black ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	5
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	5
Categories of persons historically disadvantaged by unfair discrimination on the basis of disability. **(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof)**	10
Total points	20

Preference Point System	
Description	Points Allocated
Price	80 Points
Specific goals	20 Points

EVALUATION AND AWARDING

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

INFORMATION PROVIDED BY SANBI

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

EXTENT OF SERVICES

The services to be provided in terms of this project are inextricably linked to the employer's three-year capital budget cycle. All services to be provided and construction works to be executed shall therefore be programmed to make full use of, but not exceed, the budget provision in any given financial year.

It should be noted that while the employer has every intention of completing the full scope of work making full use of the budget provision given, the employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this RFQ, such variation, suspension or termination shall be dealt with in accordance with the provisions of the SANBI Independent Service Provider Agreement.

The service provider is required to provide all aspects of the service with reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and ensure that all legal requirements are met, and that all legal processes are adhered to.

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

- Ensure that all actions taken to retain material or equipment in a serviceable condition or to restore it to serviceability and repair is done to the highest possible standard.
- All supply and repair action.
- The Service Provider will supply all necessary equipment, labor, spares and materials necessary for the proper execution of the contract.
- The Service Provider will take adequate precautions to prevent damage to the building and other fixtures on site.
- The Service Provider and personnel will always adhere to all security rules and regulations imposed by the Client on site.
- The Service Provider will safeguard all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act and any amendments thereof, together with equipment, plant, hand and power tools.
- The Service Provider will always proceed immediately to remove or dispose of any debris arising from

damage to or destruction of the works and to rebuild, restore, replace and/or to repair the works.

- The Service Provider will ensure as far as reasonably possible the safety of staff and visitors when conducting work on the Kirstenbosch National Botanical Garden estate while exercising due care not to cause unnecessary damage or harm to the environment, plants or animals.

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

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FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR ONE (1) YEAR.**
CONTRACT NO:	**Q**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor to service, maintain and repair the existing Fire Gas Suppression System at the KRC Herbarium and New Administration Building: Kirstenbosch National Botanical Garden.

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

The Service Provider, 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 **Service Provider** 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 **RFQ** 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 **RFQ** Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Service Provider** in the conditions of contract identified in the **RFQ** Data.

Signature(s) …….

Name(s) …….

Capacity …….

For the Service Provider: ……

……

……
(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 Service Provider's Offer. In consideration thereof, the Employer shall pay the **Service Provider** the amount due in accordance with the conditions of contract identified in the **RFQ** Data. Acceptance of the Service Provider's Offer shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the **RFQ** are contained in

Part C1 Agreements and RFQ Data *[which includes this Agreement]*

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

Deviations from and amendments to the documents listed in the RFQ Data and any Addenda thereto listed in the **RFQ** Schedules, as well as any changes to the terms of the Offer agreed by the Service Provider 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 Service Provider shall within the time required to submit documentation in accordance with clause 5.3.2 of the **RFQ** 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 **RFQ** 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 **RFQ** 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 Service Provider receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Service Provider (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 Service Provider agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the RFQ Data and Addenda thereto as listed in the RFQ Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Service Provider 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 Service Provider 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 SERVICE PROVIDER:

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 Service Provider (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

C.1.2 RFQ Data

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR ONE (1) YEAR.**
CONTRACT NO:	***RFQ***

C.1.2 RFQ Data

The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

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

Part 1: Data provided by the Employer

Clause	Data
1.1.1.13	**Clause 1.1.1.13: Defects Liability Period** N/A
1.1.1.14	**Clause 1.1.1.14: Due Completion Date** *12 months contract* after the Commencement Date
1.1.1.15	The name of the Employer is **The South African National Biodiversity Institute,** represented by **Mr W Peck** and/or such persons or person duly authorised thereto be the Employer in writing.
1.2.1.2	The Employer's address for receipt of communications is: **a.mbadla@sanbi.org.za and copy S.SCM-Quotations@sanbi.org.za**
1.2.1.3.	**Clause 1.3.: Pricing Strategy** The Pricing Strategy is a re-measurement contract.
3.1.3	**Clause 3.1.3: Specific Approval of the Employer Required** The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion

5.3.1	**Clause 5.3.1: Commencement of the Works** The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	**Clause 5.3.2: Timeframe to deliver documentation** The time to submit the documentation required before commencement with Works execution is **Fourteen (14) days**.
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	**Clause 5.8.1: Non-Working Times** The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break.
5.12.2.	**Clause 5.12.2.: Some reasons for extension of time** **Clause 5.12.2.2: Abnormal climatic conditions.** *Add the following:* 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). 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. 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. 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 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. It shall be further noted that where the critical path is not affected, no extension of time for abnormal 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.
5.13.1	**Clause 5.13.1: Penalty for Delay** The penalty for failing to complete the Works is **R 400.00** per day

5.16.3	**Clause 5.16.3: Latent defect liability** The latent defect period is one (1) year for the project.
6.2	**Clause 6.2: Security** 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.
6.8.2	**Clause 6.8.2: Contract Price Adjustment** Contract Price Adjustment: Is **NOT** applicable
6.8.3	**Clause 6.8.3: Variation in Cost of Special Materials** Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	**Clause 6.10.1.5: Interim Payments - Materials on Site** No percentage advance on materials on site but not yet built into the Permanent Works is allowed for or will be paid.
6.10.3	**Clause 6.10.3: Retention Money** The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2,5% upon the issue of the Certificate of Completion. The remaining 2,5% retention will be released upon the issue of the Final -Approval Certificate upon lapse of the defect's liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	**Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate** *Replace* "28 days" *in the second last sentence with* "30 days".
6.10.6	**Clause 6.10.6: Set-Off and Delayed Payments** A guarantee in lieu of retention is not permitted.
6.10.6.2	**Clause 6.10.6.2: Set-Off and Delayed Payments** *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".
6.10.8	**Clause 6.10.8: Contractor's completion statement** *Replace* "28 days" *in the last sentence with* "30 days"
6.10.9	**Clause 6.10.9: Final payment certificate** *Replace* "28 days" *in the last sentence with* "30 days"
6.12	**Clause 6.12: Additional** *Add Clause 6.12 as follows:* 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
8.6.1	**Clause 8.6.1: Insurance** *Add the following:* **Damage to the Works** (a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during 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. (a) 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. (b) 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. (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	**Clause 8.6.1.1.2: Insurance** The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	**Clause 8.6.1.1.3: Insurance** The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.
8.6.1.3	**Clause 8.6.1.3: Insurance** 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	**Clause 8.6.1.5: Additional Insurance** Additional Insurance is required for the following: 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. a) 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	**Clause 10.5, 10.6, 10.7: Dispute Resolution** Dispute resolution shall be by **Arbitration**.
11	**Clause 12: Confidentiality** 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	**Clause 13: Amendments in writing** 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 SERVICE PROVIDER

Clause

1.1.1.9 The Service Provider is ……

1.2.1.2 The Service Provider'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) ……..

SANBI
Biodiversity for Life
South African National Biodiversity Institute

C2 Pricing Data

PROJECT TITLE:	
CONTRACT NO:	

1. GENERAL INFORMATION

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

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

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

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Service Providers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the Service Provider shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.

2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Service Providers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.

3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.

4. The total RFQ price as carried forward to the bid form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful Service Provider. Service Providers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.

5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.

6. The priced schedules of quantities of RFQ shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual RFQ prices and to rectify contradictions and thereby alter the total RFQ price as submitted. The acceptance of this RFQ does not preclude the principal agent from querying or requesting of the contractor to adjust the rates at any stage during the contract period or any extension thereto.

7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The Service Provider is relieved from the responsibility of the measurement of quantities at RFQ stage and the RFQ amounts shall be for the quantities as listed in the schedules. It is

however expected from the Service Provider to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

8. The quantities in these schedules of quantities shall not be used for the ordering of materials.

9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.

10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.

11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

    All items are measured to the net final quantity as indicated on the drawings with the completed work in the position as indicated on the drawing. All prices and rates shall allow for wastage for whatever reason, irrespective of any other standard measurement which may be currently used elsewhere.

12. Should the contractor identify any additional issues or items which in his opinion are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his RFQ and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the Service Provider should have been brought into account unless so detailed in the accompanying letter.

13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.

14. The unit rates as entered in the schedule of quantities with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

Schedule of quantities

PRICING

- A high-level work plan should be developed with indicative level of effort (time, phasing and cost) towards activities and deliverables, and provide a clear allocation of roles, responsibilities and resources towards the deliverables.
- The final contract amount must include VAT, and room testing, service, additional repairs and replacements of equipment including batteries where applicable.

ITEM	DIMENSIONS/UNIT	PRICE EXC. VAT	PRICE INC. VAT
Call out fee	Per request		
Labour rate per hour			
Room Integrity Testing (once-off)	2 buildings		
Annual Fumigation Assistance	Once a year		
Service and maintenance (Quarterly)	82 Cylinders		
Replacement of batteries (each)			
Total cost excl. VAT			
VAT			
Total cost incl. VAT		**R**	**R**

Failure to submit a quotation with company letterhead will result in disqualification.

C3 Scope of Work

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR ONE (1) YEAR.**
CONTRACT NO:	

SCOPE OF WORK

EMPLOYER'S OBJECTIVES

The Employer's objective is to appoint a service provider to service, maintain and repair the existing Fire Gas Suppression System at the KRC Herbarium and New Administration Building: Kirstenbosch National Botanical Garden for a period of one (1) year.

OVERVIEW OF THE WORKS

The service provider shall attend to fault calls, inspect, service, repair, maintain, modify, refill, supply, test and commission the installed fire gas suppression system to meet the functional requirements. All materials, equipment and appliances shall be originated from the original or reputable manufacturers.

The service provider must ensure that fire gas suppression systems are serviced, maintained and repaired quarterly or four (4) times a year.

LOCATION OF THE WORKS

The works is located at Kirstenbosch National Botanical Garden, Rhodes Drive, Newlands 7700.

DESCRIPTION OF SITE AND ACCESS

The garden is easily accessible via public roads. Access to the mentioned buildings will be granted upon prior arrangement with the SANBI maintenance personnel.

DESCRIPTION OF THE WORKS

1.1. GENERAL

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

1.2. SCOPE OF CONTRACT

The contract shall comprise the service, maintenance and repairs of the existing fire gas suppression and everything stated or implied which is, or may be, necessary in and for the entire contract period.

1.3 WORKS SPECIFICATIONS PORTION A

EE Service, maintenance and repairs of the existing Gas Suppression System

CONTENTS

EE 01 SCOPE
EE 02 STANDARD SPECIFICATIONS
EE 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS
EE 04 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK
EE 05 COMMISSIONING AND RECOMMISSIONING OF EQUIPMENT
EE 06 GUARANTEE OF INSTALLATION AND EQUIPMENT
EE 07 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

EE 01 SCOPE

The purpose of this request for quotations is to procure a service provider to service, maintenance and repairs of the existing fire gas suppression

EE 02 STANDARD SPECIFICATIONS

The following is the scope of work:

KRC Building:

- Addressable four (4) loop Ziton/UTC fire alarm panel with internal printer and LCD display in reception area (KRC building)
- Break glass units (BGU's).
- Inspection of Fire Panel & download
- Service of Fire Detection
- Service Door holding devices
- Service of Power supplies and Batteries
- Replacement of batteries
- Inspection of interfaces & sirens
- Inspection on Inergen bottles (82)

- Inspection of all Pipe and nozzles
- Dynamic Gas test Basement floor
- Dynamic Gas test Ground floor
- Dynamic Gas test 1st floor
- Minor Spares held
- Testing Equipment and Sundries
- Travelling including callouts
- Reports and Documentation
- Room Integrity Test
- Annual Fumigation Assistance

New Administration Building:

- Auto Pulse Z-10 fire panel
- 115 Kg gas cylinder NOVEC 1230 Agent

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

FG 02.01 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

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

FG 02.01.01 SANS and other specifications and codes

SANS 0400 - The applications of the building regulations

SANS 0139, 1981 - The prevention, automatic detection and extinguishing of fire in buildings.

SANS Specifications listed on page 3 of the DPW specification OW 371

Specifications



Fig. 1:



Fig. 2

EE 02.01.03 Occupational Health and Safety Act of 1995

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").

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

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

EE 02.01.05 Municipal regulations, laws and by-laws

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

EE 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

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

EE 03.01 GENERAL REPAIR / PLACEMENTS REQUIREMENTS

(a) All materials and equipment supplied and installed, shall be new and of high quality and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.
(b) All work shall be executed in a first-class workman-like manner by qualified tradesmen or technicians
(c) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SANS specifications and codes, except where otherwise specified.

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(d) All new equipment, materials and systems shall be installed and positioned such as not to impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.
(e) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
(f) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and service periods to ensure the safety of the public and the User Client.

EE 04 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK

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

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

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

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

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

EE 05 COMMISSIONING AND RECOMMISSIONING OF EQUIPMENT

N/A

EE 05.02 RECOMMISSIONING OF EQUIPMENT

N/A

EE 06 GUARANTEE OF INSTALLATION AND EQUIPMENT

N/A

EE 07 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

N/A

PORTION B

PA HEALTH AND SAFETY SPECIFICATION

PA1 DESCRIPTION OF WORK

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE, MAINTENANCE AND REPAIRS OF THE EXISTING FIRE GAS SUPPRESSION SYSTEM AT KRC HERBARIUM AND NEW ADMINISTRATION BUILDING: KIRSTENBOSCH NATIONAL BOTANICAL GARDEN

PA2 DESCRIPTION OF THE SITE

The works is located at the Kirstenbosch National Botanical Garden situated at Rhodes Drive, Newlands, Cape Town, South Africa.

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 Contactor must perform its own risk assessments to enable it to take the necessary precautions to protect the health and safety of persons on the site, to comply with the Principal Contractor’s obligations under the Act and all Regulations made there under, including the Construction Regulations. All such precautionary measures and procedures must be included in the Principal Contractor’s Health and Safety Plan, which must be submitted to the Client for review and approval and where applicable should include:

- Excavation work
  Ground conditions for the purposes of safe excavation shall be assessed by a competent person.
  The ground type and condition and water table shall be logged in accordance with Civil Engineering practice.
- Material hoists
- Explosive powered tools
- Construction vehicles and mobile equipment
- Electrical installations and electrical machinery
- Use and temporary storage of flammable liquids
- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors
- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders
- Dust
- Explosives

PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

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

PA5.1 Contractor Health and Safety Management System

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

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

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

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

The Principal Contractor, as well as all contractors, must sign the Client's Section 37(2) agreement before commencement of their particular work.
For purposes of general communication regarding construction work progress, the Client appoints the Engineer.

PA6 CONTRACTOR HEALTH AND SAFETY PLANS

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