

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (South African National Biodiversity Institute)

BID NUMBER:	SANBI: NZG 539/2024	CLOSING DATE:	14 March 2025	CLOSING TIME:	11:00am
-------------	---------------------	---------------	---------------	---------------	---------

DESCRIPTION	THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM, WITH A CONSULTING ENGINEER AS THE PRINCIPAL AGENT, FOR THE DESIGN OF GENERAL LIGHTNING AND STREET LIGHTS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA
-------------	---

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

A compulsory briefing session will be conducted at the time and date given as follows:

Date: 28 February 2025

Time: 14h00

Venue: National Zoological Garden in Pretoria, 232 Boom Street, Pretoria.

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	L.Cungcu@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	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]



CERTIFICATE	☐ Yes ☐ No		☐ 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)? ☐ NO		☐ YES	
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ NO		☐ YES	
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? ☐ NO		☐ YES	
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.

**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: NZG 539/2024**

Closing Time 11:00

Closing date: **14 March 2025**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
------	----------	-------------	---------------------------

**** (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 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**

2.3.1 If so, furnish particulars:

.....
.....

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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Categories of persons historically disadvantaged by unfair discrimination on the basis of race. Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal Black Ownership = 10 Points		(10)		
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.		(10)		

Information will be verified on the CSD report. Points will be allocated based on the percentage of ownership per goal				
Female Ownership = 10 Points				
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:

.....

.....

.....

REQUEST FOR TENDER

for

THE APPOINTMENT OF A MULTIDISCIPLINARY TEAM, WITH A CONSULTING ENGINEER AS THE PRINCIPAL AGENT, FOR THE DESIGN OF GENERAL LIGHTNING AND STREET LIGHTS FOR THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) AT THE NATIONAL ZOOLOGICAL GARDEN IN PRETORIA

**The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184
South Africa**

Tender No: NZG539/2024

TABLE OF CONTENTS

1. Introduction and Background	3
2. Tender	3
3. Briefing Session and Site Inspection.....	3
4. Scope of Proposed Works	4
5. Site Information	9
6. Pricing Guidelines.....	10
7. Requirements for Proposals.....	11
7.1. Mandatory Requirements	11
7.2. Other Requirements	11
8. Submission	12
9. Evaluation Criteria	12
10. Contract Period.....	14
11. General Safety, Health and Environmental (SHE) Requirements	14
12. General.....	15

TENDER

TERMS OF REFERENCE

1. Introduction and Background

The South African National Biodiversity Institute (SANBI) contributes to South Africa's sustainable development by facilitating access to biodiversity data, generating information and knowledge, building capacity, providing policy advice, and showcasing and conserving biodiversity in its national botanical and zoological gardens. The National Zoological Garden (NZG) of South Africa is the largest zoo in the country. More than 600 000 people visit the NZG annually. The NZG requires additional lighting, including general outdoor lighting and street lights, to improve visibility and contribute to security. A maintenance schedule for the lighting is also required.

2. Tender

Tenders are hereby invited for the appointment of a multidisciplinary team, with a consulting engineer as the principal agent, for the design of general lightening and street lights for the South African National Biodiversity Institute (SANBI) at the National Zoological Garden (NZG) in Pretoria.

The tender process will be co-ordinated by SANBI's Supply Chain Management (SCM) department, contactable at the following address:

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

The tender closes on 14 March 2025 at 11:00

3. Briefing Session and Site Inspection

This is compulsory and will be conducted at the time and date given as follows:

Date: **28 February 2025**
Time: 14:00
Venue: National Zoological Garden in Pretoria,
232 Boom Street, Pretoria.

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email address below. Responses will be communicated via email to all bidders who attended the compulsory briefing session.

Department: Supply Chain Management
Email: L.Cungcu@sanbi.org.za and Sanbi.Tenders@sanbi.org.za
Cut-off date for enquiries: **04 March 2025 at 12:00**

4. Scope of Proposed Works

The purpose of this tender is to procure a multidisciplinary team, with a consulting engineer as the principal agent, for the design of general lightening and street lights for SANBI at NZG in Pretoria.

The proposed scope of works is as follows:

- Provide detailed designs for the provision of general outdoor lighting and street lights across the Pretoria NZG.
- Provide recommendations for a backup power source for the lighting which can last up to 12 hours.
- Provide a detailed maintenance schedule for the general lighting and street lights.
- Prepare detailed drawings, specifications and cost estimates for the proposed construction works.

The principal agent is required to assist SANBI with sourcing a suitable contractor for the scope of work and to attend relevant bid committee meetings. The principal agent must provide Level 2 construction monitoring and closeout including provision of as-built drawings.

STAGE 1 - INCEPTION

Standard Services:

- Facilitate the development of a clear project brief for the design of general lightening and street lights.
- Ensure that the project design complies with SANBI's Procurement policy
- Assist SANBI in the procurement of the necessary and appropriate consultants including a clear definition of their roles, responsibilities, and liabilities.
- In conjunction with SANBI, the consultants, and all relevant authorities, the site characteristics necessary for the proper design and approval of the intended project.
- Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project.
- Prepare, co-ordinate and monitor a Project Initiation Programme.
- Facilitate the preparation of the Preliminary Viability Assessment of the project.
- Facilitate SANBI's approval of all Stage 1 documentation.

STAGE 2 - CONCEPT AND VIABILITY

Standard Services:

- Assist SANBI in the procurement of the necessary and appropriate consultants including a clear definition of their roles, responsibilities, and liabilities.
- Advise SANBI on the requirement to appoint a Health and Safety Consultant.
- Communicate the project brief to the consultants and monitor the development of the concept and feasibility within the agreed brief.
- Co-ordinate and integrate the income stream requirements of SANBI into the concept design and feasibility.
- Agree on the format and procedures for cost control and reporting by the cost consultants on the project.
- Manage and monitor the preparation of the project costing by other consultants.

- Prepare and co-ordinate an Indicative Project Documentation and Construction Programme.
- Manage and integrate the concept and feasibility documentation for presentation to SANBI for approval.
- Facilitate SANBI's approval of all Stage 2 documentation.

STAGE 3 - DESIGN DEVELOPMENT

Standard Services:

- Assist SANBI in the procurement of the balance of the consultants including a clear definition of their roles, responsibilities, and liabilities.
- Establish and co-ordinate the formal and informal communication structure, processes, and procedures for the design development of the project.
- Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants.
- Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- Conduct and record the appropriate planning, co-ordination, and management meetings.
- Facilitate any input from the design consultants required by the Construction Manager on constructability.
- Facilitate any input from the design consultants required by the Health and Safety Consultant & Employee Relations & Wellness Officer
- Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals.
- Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.
- Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance.
- Facilitate and monitor the timeous technical co-ordination of the design by the design team.
- Facilitate SANBI's approval of all Stage 3 documentation.

STAGE 4 - DOCUMENTATION AND PROCUREMENT

Standard Services:

- Select, recommend, and agree on the Procurement Strategy for contractors, subcontractors and suppliers with SANBI and the consultants.
- Prepare and agree on the Project Procurement Programme.
- Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- Facilitate and monitor the preparation of the Health and Safety Specification by the Health and Safety Consultant for the project.

- Manage the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by SANBI.
- Advise the client, in conjunction with other consultants, on the appropriate insurances required for the implementation of the project.
- Monitor the reconciliation by the cost consultants of the tender prices with the project budget.
- Agree on the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- Facilitate SANBI's approval of the tender recommendations.

STAGE 5 - CONSTRUCTION

Standard Services:

- Appoint contractor(s) on behalf of SANBI including the finalisation of all agreements.
- Instruct the contractor, on behalf of SANBI to appoint subcontractors.
- Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- Monitor the ongoing projects' insurance requirements.
- Facilitate the handover of the site to the contractor.
- Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- Regularly conduct and record the necessary site meetings.
- Monitor, review and approve the preparation of the Contract Programme by the contractor.
- Regularly monitor the performance of the contractor against the Contract Programme.
- Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- Monitor the auditing of the contractors' Health and Safety Plan by the Health and Safety Consultant.
- Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant & ER&W Officer
- Monitor the production of the Health and Safety file by the Health and Safety Consultant and contractors.
- Monitor the preparation of the Environmental Management Plan by the Environmental Consultants.
- Establish the construction information distribution procedures.
- Agree and monitor the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- Expedite, review, and monitor the timeous issue of construction information to the contractors.

- Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- Establish procedures for monitoring, controlling, and agreeing to all scope and cost variations.
- Agree on the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- Monitor, review, approve and certify monthly progress payments.
- Receive, review, and adjudicate any contractual claims.
- Monitor the preparation of monthly cost reports by the cost consultants.
- Monitor long lead items and off-site production by the contractors and suppliers.
- Prepare monthly project reports including submission to SANBI.
- Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- Co-ordinate, monitor and issue the practical completion lists and the Certificate of Practical Completion.
- Co-ordinate and monitor the preparation and issue of the works completion list by the consultants to the contractors.
- Monitor the execution by the contractors of the defect items to achieve works completion.
- Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.

STAGE 6 – CLOSE-OUT

Standard Services:

- Issue the Works Completion Certificate.
- Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- Manage and expedite the procurement of all statutory compliance certificates and documentation.
- Manage the finalisation of the Health and Safety file for submission to SANBI.
- Co-ordinate, monitor and manage the rectification of defects during the defects liability period.
- Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- Co-ordinate, monitor and issue the final completion defects list and Certificate of Final Completion.
- Prepare and present the Project Close-out Report.

The Principal Agent will be responsible for supplying and managing the proposed multidisciplinary team that is required in respect of the appointment. The professional services that will typically be required on the project include, but are not limited to:

- Engineering (Structural, Civil, Electrical and Mechanical)
 - All standard services as described in stages 1 to 6 in clause 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professional Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief.
- Quantity Surveying
 - All standard services for building work contracts with bills of quantities as described in stages 1 to 6 in clause 10.6 of Board Notice 163 of 2009: Amended guideline professional fees set out in the 2010 Tariff of Professional Fees determined by the South African Council for Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for Quantity Surveying Profession as amended or amplified upon in the project brief.
- Occupational Health & Safety
 - All standard services as described in stages 1 to 6 in clause 3.2 (inclusive) of Board Notice 167 of 2019: Guideline Scope of Services and Tariff of Fees for Construction Health & Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), as amended or amplified upon in the project brief.

The broad scope of services required shall be in accordance with the relevant Professional Board Notices, in addition to the above, providing the guideline scope of services and tariff fees for persons registered in terms of the relevant Act. Services are to be implemented in accordance with the prescribed stages described under the relevant Professional Board Notices and Professional Fees Guidelines.

Additional services may be required as described in the appropriate Professional Board Notices. The Service Provider is required to provide all aspects of the services with reasonable professional 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.

Gated reviews will take place at each stage of the project and will be informed by availability of budget to proceed to the next stage. If there is any conflict between the specific requirements and the relevant guideline scope of services document referred to above, the specific requirements shall take precedence.

It should be noted that while SANBI has every intention of completing the full scope of work making full use of the budget provision for infrastructure works, SANBI's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate the contract with the successful Service Provider, such variation, suspension, or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract.

5. Site Information

- The proposed project is to take place within the National Zoological Garden in Pretoria.

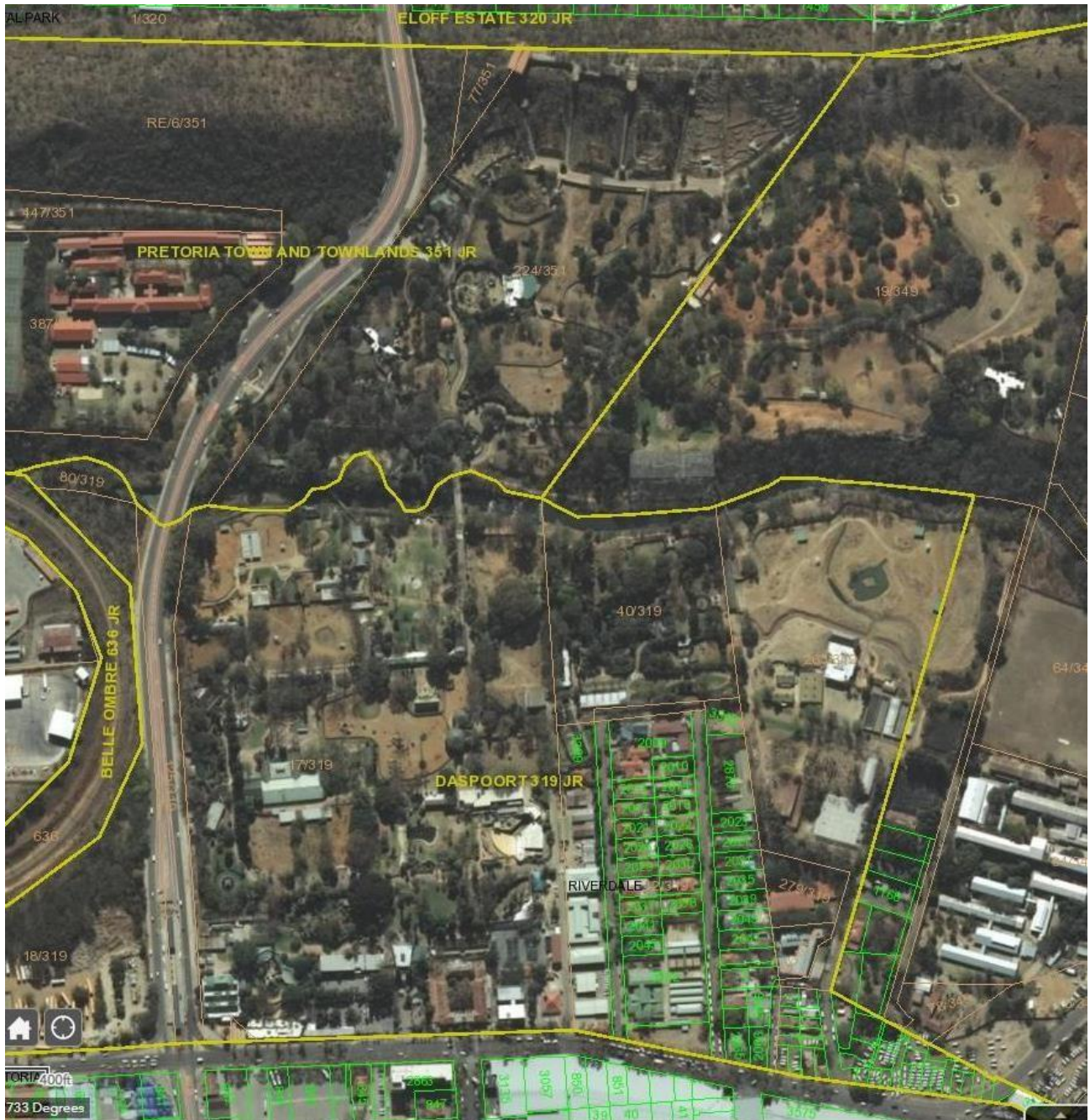


Fig. 1: Aerial photo of the National Zoological Garden in Pretoria.

6. Pricing Guidelines

The appointment will be based on a **lump sum fee**, as set out in the professional fee guidelines issued in terms of the Engineering Profession Act 46 of 2000 and Construction Health & Safety Professionals in terms of the Project & Construction Management Professions Act, 2000 (Act No. 48 of 2000) as well as any other relevant professional fee guidelines that may be applicable.

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases, including all expenses (travel expenses, accommodation, subsistence, printing etc.), inclusive of all applicable taxes (value-added tax, pay as you earn, income tax, unemployment insurance fund contributions, skills development levies etc.) for the project. The contract amount / appointment value will be capped at the bid amount. The appointed Professional Service Provider (PSP) will be required to manage their time and costs within the allocated budget.

The allocated budget for the construction costs for the project is **R3 million (VAT incl.), excluding professional fees**.

Deliverables	Amount
Stage 1 – Inception	
Stage 2 – Concept and viability	
Stage 3 – Design development	
Stage 4 – Documentation and procurement	
Stage 5 – Construction	
Stage 6 – Close out	
Total (excl. VAT)	
Total (incl. VAT)	

Multiple resources may be proposed for the same service to distribute workloads. Resources may originate from one company or multiple companies but must be consolidated under one bidding entity.

The Lead Consultant will be required to supply and manage the involvement of all resources required in the completion of the abovementioned scope of works. It is anticipated that the following key resources will be required, as a minimum. **Please complete this table with relevant information and only include this table in the ORIGINAL pack, and NOT in the copy (refer to Section 9).**

Services Required
Lead Consultant (Professional Electrical Engineer)
Professional Quantity Surveyor
Professional Occupational Health & Safety Agent

The bidding entity will act as the Principal Agent and will be responsible for entering into any contractual arrangements with the professional team members and specialists required by the scope of works for the duration of the appointment.

Should it become necessary to replace any of the key personnel at the time of tender or during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and only with the approval of SANBI.

The Principal Agent is required to provide all aspects of the services in the table above with the resources proposed in their tender submission. After appointment, the Principal Agent will advise SANBI via the respective stage report of any additional services (other than listed in the table above) that may be required to complete the proposed scope of work, which may come to light during the stage report review. These additional resources will be procured by SANBI through a separate appointment.

7. Requirements for Proposals

7.1. Mandatory Requirements

Each submission must include/comply with the following ***(failure to comply will result in the tender being rejected)***:

- A copy of the CSD registration report or registration number.
- Fully completed SBD forms.
- A letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA), if applicable. The letter should be issued by the Department of Labour.
- Signed certificate of attendance from the compulsory briefing session in the name of the bidding entity.
- Proposed fee / cost structure as per the pricing guidelines (section 6). **Include ONLY in the ORIGINAL pack, and NOT in the copy (refer to Section 8).**

7.2. Other Requirements

Bidders interested in rendering the requested services should submit a concise written proposal that addresses the scope of work and the above requirements and outputs. The proposal must include:

- Details of the bidder, including the bidding entity's profile that outlines relevant skills, experience, and track record in support of the required competencies, as well as the mission statement and policies of the bidding entity. This must include the minimum key personnel for the service required (section 6) including up-to-date CVs.
- A copy of all proposed professionals' valid and up-to-date registrations with the relevant professional councils must be provided.
- A brief description of the approach and methodology to address the objectives and specific requirements. This should demonstrate an understanding of the scope of work required specifically to this project.
- A work plan that indicates the relative timelines and level of effort towards activities and deliverables, a clear allocation of roles, responsibilities, and resources towards the deliverables, as well as the tasks that may be sub-contracted with an indication of the approximate time requirements for these tasks.

- Proof of experience in managing similar type construction works where design review, remedial work and take over from previous consultants was required.

SANBI reserves the right to: verify any information supplied in the tender submission; to not appoint any service provider; to cancel or withdraw this tender at any time without attracting any penalties or liabilities; to have the final say in the appointment of the Service Provider and that this will be binding; to disqualify a tender or cancel any subsequent contracts should it be found that: 1) Information was omitted that should have been disclosed, 2) factually inaccurate information was provided and/or 3) that a misrepresentation of facts has occurred.

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

8. Submission

This is a two-envelope tender process. Service Providers are to submit one (1) pack of the original printed proposal, marked “ORIGINAL” in a separate envelope and one (1) marked “COPY” in a second envelope on a memory stick.

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

- 1 (one) printed pack of original documents with pricing included and
- 1 (one) copy without pricing data on a memory stick

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

Tenders can 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 closing date and time. Normal office hours are from 08:00 – 16:00 daily. Proof of posting shall not be accepted as proof of delivery. E-mailed and faxed submissions will not be accepted. Late submissions will be disqualified.

The closing date for submission of responses is **14 March 2025 at 11:00.**

9. Evaluation Criteria

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

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

FUNCTIONALITY EVALUATION CRITERIA		POINTS
CVs and qualifications of submitted professionals Comprehensive CV and qualifications of required professionals with up-to-date registration with the applicable professional body		40
Sub-Criteria	Points	
Combined CV experience of less than 5 years	8	
Combined CV experience of between 5 and 10 years	16	
Combined CV experience of between 10 and 15 years	24	
Combined CV experience of between 15 and 20 years	32	
Combined CV experience of over 20 years	40	
Implementation methodology Proposed methodology and approach addressing all the services identified in the scope of work. Methodologies and approach must be specific to the project and location of works.		10
Sub-Criteria	Points	
No Methodology	0	
Poor Methodology	5	
Average Methodology	10	
Above Average Methodology	15	
Good Methodology	20	
Proposed work plan Proposed work plan with relative timelines towards activities and deliverables, including a clear allocation of resources towards the services required.		10

FUNCTIONALITY EVALUATION CRITERIA	POINTS												
Track record The Service Provider is expected to have more than 10 years' experience in managing similar types of construction projects where design, and construction monitoring of infrastructure were successfully undertaken and completed within parameters such as scope, cost, time and at acceptable quality standard.	40												
- List of similar projects with contactable references and indicating value of works completed and role in the assignment (2 points per similar project). (20) - Contactable reference letters regarding similar assignments completed in the last five years (20) <table border="1"> <thead> <tr> <th>Sub-Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>One relevant reference letter</td><td>4</td></tr> <tr> <td>Two relevant reference letters</td><td>8</td></tr> <tr> <td>Three relevant reference letters</td><td>12</td></tr> <tr> <td>Four relevant reference letters</td><td>16</td></tr> <tr> <td>Five relevant reference letters</td><td>20</td></tr> </tbody> </table>	Sub-Criteria	Points	One relevant reference letter	4	Two relevant reference letters	8	Three relevant reference letters	12	Four relevant reference letters	16	Five relevant reference letters	20	
Sub-Criteria	Points												
One relevant reference letter	4												
Two relevant reference letters	8												
Three relevant reference letters	12												
Four relevant reference letters	16												
Five relevant reference letters	20												
Maximum possible score for functionality	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.

- B. The second stage will evaluate the price and specific goals of those bids that meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's specific goals.

10. Contract Period

The appointment will be valid from stage 1 up to the completion of stage 6.

11. General Safety, Health and Environmental (SHE) Requirements

All service providers entering a contract with SANBI shall, as a minimum, comply with the following requirements:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations.
- The Service Provider's staff may be expected to attend induction training before commencing any work so that they become familiar with the part of the garden they are stationed in and the evacuation procedures.

- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996).
- The National Environmental Management Act (Act No. 107 of 1998).
- The National Environmental Management: Waste Act (Act 59 of 2008).
- The South African National Biodiversity Institute Health and Safety specification and relevant policies.
- COVID-19 regulations and guidelines as published by the National Department of Health.

12. General

- All documents submitted in the response to this Request for Tender (RFT) shall be written in English.
- Potential service providers shall not assume that information and / or documents previously supplied to SANBI, at any time prior to this RFT, will be considered, and they shall not refer to such information and / or documentation in their response to the RFT.
- The appointment of a successful Service Provider shall be subject to all parties agreeing to mutually acceptable contractual Terms and Conditions. The preferred form of contract for the professional services as per this RFT will be the **Standard Professional Services Contract** July 2009 (Third Edition of CIDB document 1014).
- The contract will be drawn up between SANBI and the Service Provider.
- **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.
- Payment terms are 30 days from date of invoice being approved. No upfront payments will be made.
- Any or all information made available to the Service Provider by SANBI shall be regarded as confidential and shall not be made available to third parties without the prior written consent of SANBI.
- While the Service Provider will be working with several SANBI staff, final accountability rests with the relevant internal SANBI Project Manager.
- The tender process will be co-ordinated by SANBI's Supply Chain Management (SCM) department, contactable at the following email address: sanbi.tenders@sanbi.org.za
- The validity of quotations is 90 days.
- Bidders must reference the tender title when submitting their proposal.

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 NZG539/2024), 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.