

SBD1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q11449-2025	CLOSING DATE:	05 May 2025	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN <u>Please Note :</u> It is estimated that tenderers should have a CIDB contractor grading designation of Level 1GB or higher.				
Submission of proposals: proposals must be emailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@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	Rorisang Mogadingwane		CONTACT PERSON	Amjad Hendricks	
TELEPHONE NUMBER	012 843 5332		TELEPHONE NUMBER	+27 21 799 8420	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	R.modiba@sanbi.org.za		E-MAIL ADDRESS	A.Hendricks@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	☐ 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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

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.....

3 DECLARATION

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.

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

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

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 (80/20 system) (To be completed by the organ of state)	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. 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)	10	

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)	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:	
	
	
	

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE



THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN

QUOTATION No. Q11449-2025

April 2025

NAME OF TENDERER: _____

TENDER AMOUNT: _____

CLOSING DATE: 05 May 2025

CLOSING TIME: 11h00 am



Tender Notice and Invitation to Tender

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

General building construction works which will be carried out at the Old Mutual Conference Centre (OMCC), located within the Kirstenbosch National Botanical Gardens. These works will focus on the repair and maintenance of various building-related elements, with the objective of rectifying the following issues:

Roof leaks - Roof waterproofing
Electrical - Repair of faulty lights and faulty switches
Emergency escape doors - Installation of push bars and doors
Fire Signage - Removal and installation of new fire related signage
Stage - Sand and seal
Painting, plastering and skimming - Ceilings, skirtings and walls

Tender documents will be available as of **16 April 2025** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

Site Handover will be on the 12 May 2025, with Practical Completion on the 19 May 2025 (7 Days)

Provision will be made for working late and over weekends, at the Conference Centre only.

(a) CIDB registration

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

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **1 GB** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **1 GB** 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

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 2 days after the closing date for tender submissions, will not be considered.

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

- SBD forms (SBD 1, 4 and 6.1). The Standard Bidding Forms (included in the bid documentation) must be completed and submitted with this proposal.
- The specific goals allocated in terms of this RFQ are as follows:
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of race. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% black ownership = 10 points.
 - Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal. 100% female ownership = 10 points
- A current copy of the Central Suppliers Database (CSD) registration report or registration number must be provided.
- Service providers with one or more employees are required by law to contribute to the Compensation Fund. A valid letter of good standing certificate with COIDA is required. The certificate should be issued by the Department of Labour.
- A valid Proof of Public Liability Insurance or Letter to intend.
- It is estimated that tenderers should have a CIDB contractor grading designation of Level **1 GB** or higher. (A Valid CIDB Certificate required)
- 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.

Closing date for quotations

The closing date for submission of responses is **05 May 2025 at 11:00 AM**.

Submissions should be e-mailed to S.SCM-Quotations@sanbi.org.za with a copy to Ms. Mogadingwane at R.modiba@sanbi.org.za.

For Technical information, contact Mr Amjad Hendricks on 079 523 4440 or e-mail A.Hendricks@sanbi.org.za

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

Annexure A

This annexure contains all the criteria that the Employer shall use to evaluate tenders. In accordance with the Standard conditions of tender. No other factors, methods or criteria shall be used. The tenderer shall provide all the information requested in the forms included in the Returnable schedules.

Tenders shall be evaluated in three stages as follows

- Stage 1 – Evaluation of Eligibility and Administrative Compliance
- Stage 2 – Evaluation of Functionality
- Stage 3 – Evaluation of Tender Price and Specific Goals

1 Stage 1: Eligibility and Administrative Compliance

The first stage will determine whether bids are compliant with all mandatory and disqualifiable submission requirements. Bidders that are deemed compliant will be eligible for further evaluation.

The criteria as identified in the Tender Data will be used to determine the tender's eligibility.

For administrative compliance, the tenderers must complete all the returnable forms in Part T2.2, the Bill of Quantities and the Offer section in Part C1.1.

2 Stage 2: Functionality

The tenderers who complied with the eligibility and administrative criteria in stage 1 are considered for further evaluation of their capability to execute the project.

In this stage, tenders will be evaluated on functionality according to the criteria listed below. Tenderers 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.

Scoring quality

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

FUNCTIONALITY CRITERIA										
ID	CRITERIA	POINTS								
	Implementation method and project plan or programme - Method to be followed in delivering this project - Weekly plan/programme with milestones	25 (15) (10)								
	<u>Contractor's Experience</u> Three relevant reference letters regarding work of similar scope and scale completed in the last ten (10) years	30								
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters</td><td>15</td></tr></table>	Sub-Criteria	Points	One relevant reference letter	5	Two relevant reference letters	10	Three relevant reference letters	15	(15)
	Sub-Criteria	Points								
	One relevant reference letter	5								
	Two relevant reference letters	10								
	Three relevant reference letters	15								
	List of at least three other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last ten (10) years.									
	<table><tr><th>Sub-Criteria</th><th>Points</th></tr><tr><td>One relevant Project</td><td>5</td></tr><tr><td>Two relevant Projects</td><td>10</td></tr><tr><td>Three relevant Projects</td><td>15</td></tr></table>	Sub-Criteria	Points	One relevant Project	5	Two relevant Projects	10	Three relevant Projects	15	
	Sub-Criteria	Points								
One relevant Project	5									
Two relevant Projects	10									
Three relevant Projects	15									
<u>Notes:</u> Supporting documents required to support the claims above (corresponding orders/appointment letters, completion certificates, and reference letters for projects must be submitted as proof). Bidders must submit all the requested documents as proof to be awarded the points. Appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer										

<u>Contractor's Resources: Proposed personnel</u>		30
- CVs for proposed key personnel (At least 2 – Site Agent & CHS Officer) indicating: - Previous work experience - Total number of years' working experience in building construction - Qualifications or artisan's certification or other recognised training courses completed - Certified copies of Qualifications or artisan's certification or other recognised training courses completed - Valid Professional Registration for Site Agent (ECSA or SACPCMP) and CHS Agent (SACPCMP)		
<u>Site Staff Experience</u>		
Site Agent		
Sub-Criteria	Points	
CV experience of less than 5 years	5	(15)
CV experience of more than 5 years	10	
CV experience of more than 10 years	15	
OHS Construction Officer		
Sub-Criteria	Points	
CV experience of less than 5 years	5	(15)
CV experience of more than 5 years	10	
CV experience of more than 10 years	15	
<u>Locality</u>		
Bidders must submit documentary proof of address to indicate that the company has an operating office/business in the province (Municipal account, Local Authority Letter, telephone account not older than three (3) months, signed lease agreement, etc.)		15
Sub-Criteria	Points	
Office/business within the local municipality where the service is to be rendered	15	(15)
Office/business within the district where the service is to be rendered	10	
Office/business within the province where the service is to be rendered	5	
Office/business in other provinces	0	
TOTAL		100

Functionality shall be scored by not less than three evaluators in accordance with the following schedules:

Each evaluation criterion will be assessed in terms of five indicators – no response, poor, satisfactory, acceptable, good and very good. Scores ranging from 0 to 5 will be allocated to no response, very poor, poor, acceptable, good and very good responses, respectively. The scores submitted by each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality. The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

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

The minimum number of evaluation points for the functionality proposal is **70 points** in order to progress to stage 3 of the evaluation.

3 Stage 3: Tender Price and Specific Goals

The tenderers who complied with the functionality criteria in stage 2 are considered for further evaluation in terms of their Tender Price and Specific Goal points.

3.1 Correction of Arithmetical Errors

Pursuant to clause C.3.9 of the standard conditions of tender as amended in the Tender Data, correction of arithmetical errors shall be undertaken.

3.2 Calculation of Score for Tender Price

The score for Tender Price shall be calculated using the following formula:

$$N_F = W_f \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$$

Where:

N_F = the score for Tender Price awarded for the tender under consideration

W_f = the weighting given to financial offer, determined as follows:

- 90 where the Tender Price, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000.00; or
- 80 where the Tender Price, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000.00.

P_t = Tender Price of the tender under consideration

P_{min} = Tender Price of the lowest responsive tender

In the event that the calculated value of N_F is negative, the allocated score shall be 0

3.3 Financial and Specific Goals

After the calculation of the scores for the Tender Price and for Specific Goals, a combined score will be calculated as follows:

$$NT = NF + NP$$

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

NP = Score for Specific Goals

The tender with the highest score should be recommended for appointment.

FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN.
CONTRACT NO:	Q11449/2025

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor for REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE at the Kirstenbosch National Botanical Garden in Cape Town.

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....Rand;

R..... (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....

.....
(Insert name and address of organisation)

Name & signature of witness

Date

.....

Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
Employer:**

.....

.....

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

.....

Schedule of Deviations

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

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

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

CONFIRMATION OF RECEIPT

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

The..... *[day]*

of *[month]*

20.....*[year]*

at *[place]*

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 Contract Data

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN.
CONTRACT NO:	Q11449/2025

The Conditions of Contract are the Joint Building Contracts Committee Series Minor Works Agreement (May 2018 Edition 5.2) published by the Joint Building Contract Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

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

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

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

Introduction

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

Definitions

The definitions used in this document and the interpretation thereof are as listed in the Minor Works Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Minor Works Agreement. Where such word or phrase is not highlighted, it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.

Provision of Contract Data

Spaces requiring information must be filled in, shown as "not applicable", or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided, the additional information should be annexed hereto and cross referenced to the applicable clause of the contract data.

Reference Clauses

Where relevant, the Minor Works Agreement clause applicable to the required information is printed in italics under the Contract Data clause number, i.e. [27.4.2].

A. PROJECT INFORMATION

A1.0 Works [1.1]

Project name	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN.
Reference number	Q11449/2025
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf/ stand number	TBD
Township / Suburb	Newlands
Site address	Rhodes Dr, Newlands, Cape Town, 7735
Local authority	City of Cape Town

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	South African National Biodiversity Institute (SANBI)		
Country	South Africa		
Employer's representative: Name	Amjad Hendricks		
E-mail	a.hendricks@sanbi.org.za		
Mobile number	N/A	Telephone number	079 523 4440
Postal address	Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Gauteng		Postal Code 0184

A4.0 Principal Agent [1.1; 5.1]

Discipline	Principal Agent		
Name	Virtual Consulting Engineers (Ltd)		
Legal entity of above	Consultant	Contact person	Mr. Rameez Ishmail
Practice number	N/A	Telephone number	012 685 0789
		Mobile number	N/A
Country	South Africa	E-mail	rameez@virtualconsulting.co.za
Postal address	P.O Box 82, Crawford		Postal code 7779
Physical address	Block E, Aintree Business Park, Loch Rd, Kenilworth		Postal code 7708

B. CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [4.0]

The original signed agreement is to be held by the principal agent [4.2]; if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [4.5]	Two (2)

Documents comprising the agreement	Page numbers
The JBCC® Minor Works Agreement, Edition 5.2 May 2018	1 to 19
The JBCC® Minor Works - Contract Data, Edition 5.2 May 2018	1 to 11
The JBCC® General Preliminaries for use with the JBCC® Minor Works Agreement, Edition 5.2 May 2018	1 to 7

Contract drawings – description	Number	Revision	Date
CONFERENCE HALL	SANBI-OMCC-010		2025-04-10

B 5.0 Employer's Agents [5.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [5.2]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [5.3]
None

B 6.0 Insurances [8.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [8.2.1] (contract sum or amount)			
or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works).			
	Direct contractors [13.0], where applicable, to be included in the contract works insurance.			
	Free issue [10.1.12], where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs, if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [8.2.2]				
Public liability insurance [8.2.3]				
Removal of lateral support insurance [8.2.4]				
Other insurances [8.2.5]				
Yes/No?	No	If yes, description 1		
Yes/No?	No	If yes, description 2		

B 7.0 Obligations of the employer [10.1]

Existing premises will be in use and occupied [10.1.3]		Yes / No?	No
If yes, description			
Restriction of working hours [10.1.3]		Yes / No?	No
If yes, description	Work shall be executed during normal working hours, i.e. 07h00 until 17h00 daily, including weekends. Work required to be executed outside of these hours must be arranged with the Project Manager in advance.		
Natural features and known services to be preserved by the contractor [10.1.4]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [10.1.5]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover.		
Supply of free issue [10.1.12]		Yes / No?	No
If yes, description			

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	
Extent of work [10.1.13]	

B 9.0 Possession of site [10.1.6], practical completion [15.0; 17.0] and penalty [18.0]

Practical completion for the works as a whole	Intended date of possession of the site [10.1.6]	Period for inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [18.1]
	Date	Working days	Date	Penalty amount per calendar day (excl. tax)
	12 May 2025	7 days	19 May 2025	R1200.00

Criteria to achieve **practical completion** not covered in the definition of **practical completion**.

All COCs and manuals to be submitted to the principal agent. This includes the warranties for equipment.

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificates [19.2]	25th / at project completion
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B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	To be agreed between parties
Applicable rules for adjudication [22.5.2]	Adjudication in accordance with the CIDB adjudication process
Arbitration [22.6.4] Name of nominating body	Association of Arbitrators
Applicable rules for arbitration [22.6.5]	JBCC Arbitration Rules (January 2020)

B 12.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes / No?	Yes
Availability of construction information [P2.3]	Yes / No?	Yes
Previous work - dimensional accuracy - details [P3.1]	N/A	
Previous work - defects - details [P3.2]	N/A	
Inspection of adjoining properties - details [B3.3]	N/A	
Handover of site in stages - specific requirements [P4.1]	Refer to C1.2 (Contract Data)	
Enclosure of the works - specific requirements [P4.2]	Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [P4.3]	N/A	
Existing premises occupied - details [P4.5]	Working Areas will not be occupied	
Services - known - specific requirements [P4.6]	No	

Water [P8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [P8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [P8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [P8.4]		No specific requirements	
Protection of the works - specific requirements [P11.1]		No specific requirements	
Protection/isolation of existing works and works occupied in sections - specific requirements [P11.2]		No specific requirements	
Disturbance - specific requirements [P11.5]		No specific requirements	
Environmental disturbance - specific requirements [P11.6]		No specific requirements	

B 13.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement.

D. TENDERER'S SELECTIONS

D 1.0 Security [9.0]

Guarantee for construction: Select Option A or B	Option:	
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Option A	Guarantee for construction (variable) by contractor [9.1.1]
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Option B	Payment reduction [9.1.2]
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Guarantee for payment by employer [9.2]	Amount	
--	---------------	--

Advance payment, subject to a guarantee for advance payment [9.4]	Amount	
--	---------------	--

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

D 3.0 Payment of preliminaries [19.0]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply.

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the number of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio.
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works .

Lump sum contract

Where the number of **preliminaries** is not provided, it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

D 4.0 Adjustment of preliminaries [20.6.3]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections is required, the **contractor** shall provide an apportionment of **preliminaries** per section.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender.
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme .

Adjustment Methods

The number of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the number of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required. Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten percent (10%) Value-related - Fifteen percent (15%) Time-related - Seventy-five percent (75%) Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent.
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply.

Lump sum contract

Where the amount of **preliminaries** is not provided, it shall be taken as 7.5% (seven and a half percent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C2 Pricing Data

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN.
CONTRACT NO:	Q11449/2025

1. GENERAL INFORMATION

a. Bills of Quantities

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

b. Value Added Tax

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

c. Fixed Price Contract

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

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Tenderers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the tenderer shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.
2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains a full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of the work to be executed and materials and equipment to be supplied or used in the execution of the work.
3. Tenders shall be submitted with schedules of quantities completed in full. Non or partial completion of the schedules of quantities shall render tenders liable for disqualification.
4. The total tender price, as carried forward to the bid form, after correction for arithmetic extension errors, etc., shall be the contract price as awarded to the successful tenderer. Tenderers are requested to check the multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made, these shall not be recognised, and the original wording of the schedules of quantities shall apply.
6. The priced schedules of quantities of tender shall be checked by the principal agent. The principal agent reserves the right to request adjustments to one or more individual tender prices and to rectify contradictions and thereby alter the total tender price as submitted. The acceptance of this tender does not preclude the principal agent from querying or requesting the contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility for the accuracy of the quantities included in the schedules remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at the tender stage, and the tender amounts shall be for the quantities as listed in the schedules. It is, however, expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

8. The quantities in these schedules of quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.

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

All items' prices shall exclude VAT but include any other tax or levy as applicable.

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

12. Should the contractor identify any additional issues or items which, in his opinion, are necessary for the complete and proper execution of the works, he shall identify such items in a covering letter attached to his tender and submit rates for these items. Mistakes in the physical measurement of items in the schedules of quantities shall be rectified, but no claim shall be considered for the non-measurement of doubtful or minor items or claims resulting from criticism of the method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which, in the opinion of the tenderer, should have been brought into account unless so detailed in the accompanying letter.
13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc., and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specifications. 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.

Scope of Work

PROJECT TITLE:	THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI) REQUIRES A SERVICE PROVIDER FOR THE REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN IN CAPE TOWN.
CONTRACT NO:	Q11449/2025

C3. SCOPE OF WORK

EMPLOYER'S OBJECTIVES

The Employer's objective is the **REFURBISHMENTS OF THE OLD MUTUAL CONFERENCE CENTRE** at the Kirstenbosch National Botanical Garden in Cape Town.

LOCATION OF THE WORKS

The works is located at the Old Mutual Conference Centre (OMCC) at Kirstenbosch National Botanical Garden in Cape Town.

Coordinates: 33°59'32.75"S, 18°25'55.62"E

DESCRIPTION OF SITE AND ACCESS

The garden is easily accessible via public roads in Newlands, Cape Town.

TEMPORARY WORKS

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

DESCRIPTION OF THE WORKS

1.1. GENERAL

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

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

1.2. SCOPE OF CONTRACT

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

- Civil and Building, Mechanical and Electrical Repairs at the Old Mutual Conference Centre
- 7-Day Maintenance.

1.3. CONSTRUCTION WORKS SPECIFICATION

PORTION A

PROJECT SPECIFIC SPECIFICATIONS

PS 1 SCOPE OF WORKS

This specification covers the

- Civil and Building related works which includes:
 - Painting
 - Screeding
 - Crack Repair
 - Roof Waterproofing
 - Plastering / skimming
- Mechanical works which include the provision and installation of:
 - Fire Safety Signage
 - Fire Doors
 - Push Bar Handles
- Electrical works which entails the repair and installation of:
 - Lighting
 - Wiring
 - Breakers
 - Switches
 - Sockets
 - CoC to be provided on completion

Note: It is the responsibility of the contractor to take onsite measurements to ensure that items are manufactured to the correct specifications and priced. The above procedure and specifications are just a guide and SANBI relies on the expertise of the contractor for the required scope of work.

1.4. WORKS SPECIFICATIONS PORTION A

CONTENTS

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

01 SCOPE

The purpose of this request for quotations is to procure a service provider to replace and repair fire exit doors at Kirstenbosch Botanical Gardens.

02 STANDARD SPECIFICATIONS OF DOOR

Refer to Bill of Quantities

Note: It is the responsibility of the contractor to take onsite measurements to ensure that items are manufactured to the correct specifications and priced correctly. The above procedure and specifications are just a guide and SANBI relies on the expertise of the contractor for the required scope of work.

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 be deemed to form part thereof:

FG 02.01.01 SANS

SANS 10400 - The applications of the building regulations

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

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").

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.

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.

03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

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

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.
- (d) All new equipment, materials and systems shall be installed and positioned such as not to impede on access routes, entrances and other services.
- (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 installation period to ensure the safety of the public and the User Client.

04 INSPECTIONS ON COMPLETION OF WORK

The Service Provider shall provide all labor, materials, power, fuel, accessories, and properly calibrated and certified instruments necessary for carrying out work.

Whenever any equipment is operated for testing or adjusting as provided above, the Service Provider shall operate the entire system for as long a period as may be required to always prove satisfactory performance.

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 materials and equipment shall be inspected, adjusted and readjusted until it operates or performs to satisfaction.

05 GUARANTEE OF INSTALLATION AND EQUIPMENT

The contractor shall provide at least a 1-year warranty on installation, materials and workmanship that is installed or carried out.

PORTION B

PA HEALTH AND SAFETY SPECIFICATION

PA1 DESCRIPTION OF WORK

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

- Site establishment
- Adhere to all SANBI's Health & Safety requirements as per the baseline H&S specifications provided
- Provide the H&S file for approval as per the required specifications and scope of works
- Provide all guarantees, warranties, certificate of compliance and operational manuals
- The provision of services for all civil, general building, mechanical and electrical related works as stated in PS1.

PA2 DESCRIPTION OF THE SITE

The site is located at the **Kirstenbosch Gardens Main Entrance** next to Rhodes Drive at the Kirstenbosch National Botanical Garden in Cape Town. Coordinates: 33° 59' 33" S, 18° 25' 56" E.

PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014

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

PA4 POTENTIAL SOURCES OF RISK

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

- Scaffolding
- Electrical installations and electrical machinery
- Stacking and storage practices
- Fire risks and fire precautions
- Noise
- Portable electrical tools
- Dust.

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 have adequately allowed for the cost of health and safety measures which may be required during the construction work.

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

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

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

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

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

PA6 CONTRACTOR HEALTH AND SAFETY PLANS

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

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

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

PA7 ADDITIONAL DUTIES OF PRINCIPAL CONTRACTOR

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

PA8 GENERAL

- i) Nothing contained in or omitted from this Health and Safety Specification, or the Health and Safety Plan based on this specification, shall relieve the Principal Contractor of any of its obligations or liabilities.
- ii) The Client shall not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

PA9 MEASUREMENT AND PAYMENT

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

C4. Site Information

The Old Mutual Conference Centre (OMCC) at Kirstenbosch National Botanical Garden (KNBG) is situated in Newlands, Cape Town, against the eastern slopes of Table Mountain. The images below indicate the locality of the Conference Centre.



Figure 1: Old Mutual Conference Centre Locality

APPENDIX A (BOQ)

APPENDIX B (Drawing)

