SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE

QUOTATION No.Q11599/2025

AUGUST 2025

NAME OF SERVICE PROVIDER:

RFQ AMOUNT:

CLOSING DATE: 29 August 2025

CLOSING TIME: 11H00

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

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RFQ Notice and Invitation to Tender

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

The appointment of a contractor for plastering, painting of garden entrance wall and installation of branding signage at Pretoria national botanical gardens, South African national biodiversity institute

RFQ documents will be available as from **08 August 2025** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

A compulsory briefing session or site inspection will be held on 21 August 2025 at 11:00 at the Pretoria NBG.

Physical address:

Africa Pride Hall

Pretoria National Botanical Garden

2 Cussonia Avenue,

Brummeria, Pretoria

a) CIDB registration

Only those Service providers who are registered with the CIDB or are capable of being appointed for the project 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 **1GB** 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 **1GB** 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 **1GB** 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

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD): The bidder must be on the National Treasury's Central Supplier Database to do business with the SANBI and for the SANBI to award a bid and sign the subsequent contract. Registration on the CSD (www.csd.gov.za) is compulsory and bids from unregistered bidders are not considered. National Treasury Contact Details: +27 (0) 12 406 9222 or email csd.support@treasury.gov.z

FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	**TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**
CONTRACT NO:	**Q11599/2025**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor for the **plastering, painting of garden entrance wall and installation of branding signage at the Pretoria National Botanical Gardens, South African National Biodiversity Institute.**

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

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

By the representative of the Service provider, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Service provider 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)

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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 Service provider before the end of the period of validity stated in the RFQ Data, or other period as agreed, whereupon the Service provider becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) ………………………………………….

Name(s) ………………………………………….

Capacity ………………………………………….

For the Service provider……………………………………………………………………………………………………

……………………………………………………………………………………………………

……………………………………………………………………………………………………

(Insert name and address of organisation)

Name & signature of witness…………………………………………. Date……………………………….

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Acceptance

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

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

The Service provider shall within the time required to submit documentation in accordance with clause 5.3.2 of the 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 Service provider receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Service provider (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s) ………………………………………….

Name(s) ………………………………………….

Capacity ………………………………………….

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For the Employer: ……………………………………………………………………………………………………

……………………………………………………………………………………………………

……………………………………………………………………………………………………

(Insert name and address of organisation)

Name & signature of witness ……………………………………………. Date ………………………..

Schedule of Deviations

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

5 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

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

FOR THE SERVICE PROVIDER:

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and

signature of

witness Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and

signature of

witness Date

CONFIRMATION OF RECEIPT

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

The *[day]* of *[month]* 20 *[year]*

at *[place]*

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

PROJECT TITLE:	**TERMS OF REFERENCE (TOR) TO APPOINT A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**
CONTRACT NO:	**Q11599/2025**

C.1.2 Contract Data

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

	Private Bag X101 Silverton, 0184
1.1.1.26	**Clause 1.3.: Pricing Strategy** The Pricing Strategy is a re-measurement contract.
3.1.3	**Clause 3.1.3: Specific Approval of the Employer Required** The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion
5.3.1	**Clause 5.3.1: Commencement of the Works** The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	**Clause 5.3.2: Timeframe to deliver documentation** The time to submit the documentation required before commencement with Works execution is **Fourteen (14) days**.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1	**Clause 5.8.1: Non-Working Times** The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 16 December 2025 and ending on 15 January 2026.
5.12.2.	**Clause 5.12.2.: Some reasons for extension of time** **Clause 5.12.2.2: Abnormal climatic conditions.** *Add the following:* Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

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

	The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2, 5% upon the issue of the Certificate of Completion. The remaining 2, 5% retention will be released upon the issue of the Final - Approval Certificate upon lapse of the defect's liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	**Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate** *Replace* "28 days" *in the second last sentence with* "30 days"
6.10.6	**Clause 6.10.6: Set-Off and Delayed Payments** A guarantee in lieu of retention is not permitted
6.10.6.2	**Clause 6.10.6.2: Set-Off and Delayed Payments** *Replace the words* "prime overdraft rate certified by the Contractor's banker" *with the words* "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply"
6.10.8	**Clause 6.10.8: Contractor's completion statement** *Replace* "28 days" *in the last sentence with* "30 days"
6.10.9	**Clause 6.10.9: Final payment certificate** *Replace* "28 days" *in the last sentence with* "30 days"
6.12	**Clause 6.12: Additional** *Clause 6.12 as follows:* In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
8.6.1	**Clause 8.6.1: Insurance** *Add the following:* **Damage to the Works** (a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary.

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	(b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works. (c) The Employer shall carry the risk of damage to, or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the expected risks as set out in Clause 8.6.2. (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.
8.6.1.1.2	**Clause 8.6.1.1.2: Insurance** The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	**Clause 8.6.1.1.3: Insurance** The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.
8.6.1.3	**Clause 8.6.1.3: Insurance** The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	**Clause 8.6.1.5: Additional Insurance** Additional Insurance is required for the following: a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. b) The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river.
10.5, 10.6, 10.7	**Clause 10.5, 10.6, 10.7: Dispute Resolution** Dispute resolution shall be by **Arbitration**.
11	**Clause 12: Confidentiality** The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	**Clause 13: Amendments in writing**

	No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is …………………………..

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

Physical address:

Postal address:

Telephone:

Fax:

Email:

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor"means:…………………………………………………………………………………………

Physical Address:……………………………………………………………………………………….

"Employer" means:…………………………………………………………………………………………

"Contractor" means:…………………………………………………………………………………………

"Engineer" means:……………………………………………………………………………………………

"Works" means:……………………………………………………………………………………..........

“Site” means:…………………………………………………………………………………………………

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

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

Amount in words:………………………………………………………………………………………….

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

Amount in words:……………………………………………………………………………………….

“Expiry Date” means:……………………………………………………………………………

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

   3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

   3.2 ts obligation under this Performance Guarantee is restricted to the payment of money.

   4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

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4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at…………………………………………………………………………………………………...

Date……

Guarantor's signatory ……………………………………………………………………………………..

Capacity …………………………………………………………………………………………..

Guarantor's signatory ……………………………………………………………………………………..

C1.4 LIST OF RETURNABLE DOCUMENTS

Quotes must be accompanied by the following documentation **(Failure to submit this required documentation WILL lead to disqualification):**

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

b) **The Proof of registration with the Construction Industry Development Board (CIDB) for Grade 1GB level or higher.**

c) **Valid letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour or letter of intent Nature of business: Construction**

d) **A valid copy of the Public Liability Insurance or a letter of intent.**

e) **Quotations must include cost breakdown of all the specifications, and the price must be VAT-inclusive.**

OTHER REQUIRED DOCUMENTS

Potential Service Providers must also submit the following documents. However, the information contained in them is required for evaluation purposes:

a) **Five traceable reference letters:** signed letters of reference from at least five (5) current or previous clients that have been provided with electrical services within the past 5 years.

b) **Evidence of operational capacity to perform the required construction services:**

    a. Relevant Construction or Built Environment Qualification:

        i. Proof of possession qualified personnel in the form of a CV, experience and qualifications.

c) **Locality**: The bidder must submit a documentary proof of address from the third (3rd) party to indicate that the company has an operating office/business in the province (E.g., Municipal account, Local Authority Letter, telephone account not older than three (3) months, signed lease agreement, etc.

    a. The business must be located within the radius of 120km from the NBG at Pretoria

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

C2 Pricing Data

The service provider must provide prices based on the following Pricing Schedule:

Pricing Schedule

ITEM NO	Description	Unit	Quantity	Rate	Amount
1.	Plastering	M^2	75		
2.	Painting of the wall with exterior waterproofing and heavy-duty weather protection.	M^2	75		
3.	Design and install branding- Garden Name (Letters size must be between 200 and 600cm)	Each	55		
4	SANBI Logo (size must be between 200 and 500cm)	Each	3		
SUB- Total (excluding VAT)					
ADD 15% VAT					
GRANDTOTAL (INCL.VAT)					

NB: The bidder must inspect the Site/Building and familiarize themselves with the required scope of work to ensure all the necessary materials, equipment, resources, etc., is including in their fixed price. Sizes of the branding letters must be determined and confirmed during site visit.

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PROJECT TITLE:	**TERMS OF REFERENCE (TOR) TO APPOINT A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**
CONTRACT NO:	**Q11599/2025**

PA14 Other Requirements

Service providers should submit a proposal that includes:

- A detailed plan for the work based on the scope of work outlined above.
- A list of equipment and materials to be used.
- The service provider must submit a comprehensive proposal, including the scope of work and pricing.

A cost proposal, including a breakdown of charges for services

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

c. Fixed Price Contract

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

2. PRICING INFORMATION

1. These schedules of quantities contain sequentially numbered pages as indicated in the contents list. Service providers are required to check that the pages in their schedules of quantities are complete. If any pages are duplicated or omitted, or if any quantity or typing is unclear or if the schedules of quantities contain any obvious errors, the Service provider shall immediately notify the engineer so that the problem may be rectified. No responsibility for any errors arising from any of the above shall be accepted by the engineer.
2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Service providers shall refer to the specification for the full meaning and description of work to be executed and materials and equipment to be supplied or used in the execution of the work.

3. Tenders shall be submitted with schedules of quantities completed in full. None 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 Service provider. Service providers are requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.
5. No changes, additions or omissions to the contents of the schedules of quantities shall be permitted. If any changes, additions or omissions are made these shall not be recognised and the original wording of the schedules of quantities shall apply.
6. The priced schedules of quantities of 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 of the contractor to adjust the rates at any stage during the contract period or any extension thereto.
7. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The Service provider is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the Service provider to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.
8. The quantities in these schedules of quantities shall not be used for the ordering of materials.
9. Changes in the scope of works included in the schedule of quantities shall be permitted and shall be measured and priced at the tariffs as included in the schedules of quantities and shall form an addition to or omission from the total of the schedule of quantities. Any changes not covered by any rates in the schedules of quantities shall be agreed and priced as non-schedule items in accordance with the conditions of contract.
10. The extent and value of variations shall be in accordance with the conditions of contract. Variations to the works prior to the execution thereof shall be priced as above. Variations to work already executed shall not necessarily be priced in accordance with the schedule of quantities and shall be judged individually on merit.
11. Except where the separate rate for the material and labour components of any item is specifically called for, the unit price of such item shall be deemed to include the supply and installation of that item.
12. 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.
13. All items prices shall exclude VAT but include any other tax or levy as applicable.
14. 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.
15. 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 method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the Service provider should have been brought into account unless so detailed in the accompanying letter.

16. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.
17. The unit rates as entered in the schedule of quantities with the exclusion of day works items shall in all cases include any present and applicable sales tax or similar statutory duties.

C3 Scope of Work

PROJECT TITLE:	**TERMS OF REFERENCE (TOR) TO APPOINT A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE**
CONTRACT NO:	**Q11599/2025**

SCOPE OF WORK

EMPLOYER'S OBJECTIVES

- The Employer's objective is to enhance the visual appeal and professional presentation of the Pretoria National Botanical Garden by undertaking the plastering and painting of the garden's entrance wall and the installation of branded signage.

OVERVIEW OF THE WORKS

- Plastering, Painting of Garden Entrance Wall and Installation of Branding Signages. The prospective bidders should note that all works will be carried out at the main entrance of a fully operational garden, and provision should be made to liaise with garden management to arrange suitable working times and to ensure minimal disruption to garden operations and visitor access.

LOCATION OF THE WORKS

- The work is located at the Pretoria National Botanical Garden.
  GPS Coordinates: 28°16'19.8"E 25°44'18.2"S.

DESCRIPTION OF SITE AND ACCESS

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

DESCRIPTION OF THE WORKS

GENERAL

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

- Project specifications and General Specification

SCOPE OF CONTRACT

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

The scope of works to be carried out are in the following areas and listed as follows:

- Plastering of the wall ($75m^2$)
- Painting of the wall with exterior waterproofing and heavy-duty weather protection.
- Design and install branding signages on the wall

Pictures

An example of the branding needed on the wall

The wall that needs plastering works and painting

1.1. CONSTRUCTION WORKS SPECIFICATIONS

EE 02 STANDARD SPECIFICATIONS

EE 02.01 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall deemed to form part thereof

EE 02.01.01 SANS and other specifications and codes

EE 02.01.03 Occupational Health and Safety Act of 1995

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

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

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

EE 02.01.05 Municipal regulations, laws and by-laws

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

EE 05 COMMISSIONING AND RECOMMISSIONING OF EQUIPMENT

EE 05.01 GENERAL

On completion of the repair work and/or the installation of new equipment the equipment shall be put into operation after all tests and adjustments have been carried out to the satisfaction of the Engineer.

The Contractor shall submit a full commissioning report.

EE 06 GUARANTEE OF INSTALLATION AND EQUIPMENT

All the work shall be guaranteed for a period of 12 (twelve) months commencing on the day of issue of a certificate of completion for work.

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South African National Biodiversity Institute

FG PLASTERING, PAINTING AND BRANDING

CONTENTS

FG 01 SCOPE

FG 02 STANDARD SPECIFICATIONS

FG 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

FG 04 GUARANTEE OF WORK

FG 01 SCOPE

This specification covers the general construction work

FG 01 SCOPE

The scope of works to be carried out are in the following areas and listed as follows:

- Plastering of the wall (75m^2)
- Painting of the wall with exterior waterproofing and heavy-duty weather protection.
- Design and install branding signages on the wall

FG 02 STANDARD SPECIFICATIONS

FG 02.01.01 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”).

FG 02.01.02 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.

FG 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

FG 03.01 GENERAL 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.

FG 04 GUARANTEE OF THE WORK

All works shall be guaranteed for a period of 12 (twelve) months commencing on the day of issue of a certificate of completion for construction work.

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:

- Plastering of the wall (75m^2)
- Painting of the wall with exterior waterproofing and heavy-duty weather protection (75m^2).
- Design and install branding signages on the wall

PA2 DESCRIPTION OF THE SITE

- The work is located at the Pretoria National Botanical Garden.

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:

- Housekeeping
- Stacking and storage practices
- Fire risks and fire precautions
- Welfare facilities on the site
- Use of jackhammers
- Air compressors

- Noise
- Portable electrical tools
- Compressed gases and vessels under pressure
- Intoxicated persons on site
- Existing underground water, electricity and other services
- Use of ladders
- Dust
- Explosives

PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

Health and Safety Philosophy

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

PA5.1 Contractor Health and Safety Management System

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

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

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

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

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

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

PA6 CONTRACTOR HEALTH AND SAFETY PLANS

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

PA 10 BIDDING REQUIREMENTS

Potential Service Providers must submit the following documentation:

1) A copy of the Central Suppliers Database (CSD) registration report or registration number.
2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) **1GB or** higher
3) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.
4) A copy of Tax Compliance Status Pin or CSD report."

5)The signed compulsory Site Briefing Certificate

PA11.CONTRACTUAL REQUIREMENTS

A contractual agreement will be drafted by SANBI and must be signed by both parties prior to commencing the work. SANBI will draw up a Service Level Agreement (SLA) for monitoring and compliance purposes. The SLA will be monitored through compliance meetings which will be held monthly until the completion of the project. The Service Provider will also meet the designated SANBI representative as and when it deems necessary

PA12. GENERAL INFORMATION

The Service Provider must ensure that its staff members comply with the rules, regulations, and by-laws of the site, which will be covered during the induction.

The SANBI reserves the right:

- To verify any information supplied in quotation documents.
- Not to appoint any Service Provider.
- To cancel or withdraw this RFQ at any time without attracting any penalties or liabilities.
- To have the final say in the appointment and this will be binding.
- To disqualify a quotation or cancel any subsequent contracts should it be found that information disclosed was factually inaccurate and/or that a misrepresentation of facts may have occurred?
- To disqualify potential Service Providers who may attempt to bribe or influence any person employed by SANBI during this quotation process.
- All documents submitted in response to this Request for Quote (RFQ) must be written in English.
- The bidder must demonstrate sufficient experience in the maintenance and repairs of pumps.

PA13 Other Requirements

Service providers should submit a proposal that includes:

- A detailed plan for the work based on the scope of work outlined above.
- A list of equipment and materials to be used.
- The service provider must submit a comprehensive proposal, including the scope of work and pricing.

A cost proposal, including a breakdown of charges for services

PA14 EVALUATION PROCESSES

BID EVALUATION: By the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that Include Functionality as a Criterion for Evaluation (issued), this bid will be evaluated in Three stages as follows

- **Phase One**: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on Functionality.
- **Phase Two**: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference
- **Phase Three**: Bidders passing all stages above will thereafter be evaluated on Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on Price	**- 80 points**
Maximum points for Specific Goals	**-20 points**
Total Maximum points	**- 100 points**

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

<table>
<tr><th colspan="3">FUNCTIONALITY CRITERIA</th></tr>
<tr><th>ID</th><th>CRITERIA</th><th>POINTS</th></tr>
<tr><td>1</td><td>

Implementation method and project plan or programme

(a) Project methodology

- Method to be followed in delivering this project, the methodology and approach must be specific to the project and location of works.
- A team Organogram of the people who will be working on the project.
- Time and quality management of the project
- A list of subcontractors (if any) to be utilised for various disciplines and how the work will be dispatched to subcontractors considering the reasonable response times.

<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>No Methodology</td><td>0</td></tr>
<tr><td>Methodology irrelevant to the scope of work</td><td>5</td></tr>
<tr><td>Methodology with activities only.</td><td>10</td></tr>
<tr><td>Methodology with activities and timelines or deliverables and linked to the activities</td><td>15</td></tr>
<tr><td>Methodology with activities, timelines and</td><td>20</td></tr>
</table>

</td><td>20

(20)</td></tr>
</table>

	deliverables linked to the activities. Methodology also indicating responsibilities of key project resources and ensuring services are available on commencement of the project		

2

Contractor's Experience — **50**

- Five or more positive reference letters regarding work of similar scope and scale completed in the last five (5) years — 25

Sub-Criteria	Points
No relevant reference letter	**0**
One relevant reference letter	5
Two relevant reference letters	10
Three relevant reference letters	15
Four relevant reference letters	20
Five relevant reference letters or more	25

- List of at least five other similar projects with appointment letters, completion certificates and telephonic references indicating work of similar value completed in the last five (5) years. — 25

Sub-Criteria	Points
No relevant project	0
One relevant project	5
Two relevant projects	10
Three relevant projects	15
Four relevant projects	20
Five relevant projects	25

Notes:

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 in order to be awarded the points.

- Both appointment letters and reference letters must be on the employer's letterhead, dated and signed by the employer.
- Failure to complete and sign schedule of the tenderer`s experience will result in the bidder forfeiting these points.

<table>
<tr><td rowspan="1">3</td><td>
Contractor's Resources – Personnel Work Experience
Proposed personnel:
• CVs for proposed key personnel (At least 2 – Site Supervisor & Foreman) indicating:
  ○ Previous work experience
  ○ Total number of years' working experience in building and general maintenance
  ○ Individual experience on relevant similar work in last five years
  ○ Certified copies of Qualifications or artisan's certification (building) or other recognised training courses completed
Site Supervisor
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>No experience</td><td>0</td></tr>
<tr><td>CV experience of less than 2 years</td><td>3</td></tr>
<tr><td>CV experience of more than 2 years</td><td>6</td></tr>
<tr><td>CV experience of more than 5 years</td><td>9</td></tr>
<tr><td>CV experience of more than 7 years</td><td>12</td></tr>
<tr><td>CV experience of more than 10 years</td><td>15</td></tr>
</table>
Foreman
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>No experience</td><td>0</td></tr>
<tr><td>CV experience of less than 2 years</td><td>3</td></tr>
<tr><td>CV experience of more than 2 years</td><td>6</td></tr>
<tr><td>CV experience of more than 5 years</td><td>9</td></tr>
<tr><td>CV experience of more than 7 years</td><td>12</td></tr>
<tr><td>CV experience of more than 10 years</td><td>15</td></tr>
</table>
</td><td>30

(15)

(15)</td></tr>
</table>

N.B Bidders who score minimum threshold of 70% and more will qualify for further evaluation in terms of price and Specific Goals.

Goal	Points
Categories of persons historically disadvantaged by unfair discrimination on the basis of race. **Information will be verified on CSD report - 100% black ownership = 10 points**	10
Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. **Information will be verified on CSD report. 100% black female ownership = 10 points.**	10

Sufficient information must be provided to allow the evaluation panel to score bids against all these criteria. Failure to do so may result in the disqualification of bid.

Please note: 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals.

2. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise.

3. All information will be verified through CSD

PA15 PROPOSAL SUBMISSIONS

For enquiries, please contact N.Mathivha@Sanbi.org / (012) 843 5000.

Submission of proposals must be emailed to SANBI SCM at S.SCM-Quotations@sanbi.org.za. Emailed applications must not be more than 10MB in size.

CLOSING DATE FOR SUBMISSIONS: 29 August 2025

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SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
RFQ NUMBER:	**Q11599/2025**	CLOSING DATE:	**29 AUGUST 2025**	CLOSING TIME:	**11H00am**
THE APPOINTMENT OF A SERVICE PROVIDER FOR PLASTERING, PAINTING OF GARDEN ENTRANCE WALL AND INSTALLATION OF BRANDING SIGNAGES AT PRETORIA NATIONAL BOTANICAL GARDENS, SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE ***IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF 1GB OR HIGHER.*** **Compulsory briefing meeting** **Date :21 August 2025** **Time :11h00** **Venue : Africa Pride Hall, Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria**					
BID RESPONSE DOCUMENTS MAY BE E-MAILED TO BELOW ADDRESSES:					
Submission of proposals: Proposals must be emailed to **S.SCM-Quotations@sanbi.org.za** **Failure to send to the above email address will result in your bid being disqualified.** **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	**Mutshutshu Mammba**	CONTACT PERSON	**Nakisane Mathivha**
TELEPHONE NUMBER	**012 018 8353**	TELEPHONE NUMBER	**012 843 5000**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**M.Mammba@sanbi.org.za**	E-MAIL ADDRESS	**N.Mathivha@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	

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]37			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

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

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

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

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

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

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

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PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: …………………………………

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SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:
....
....

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

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

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

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

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

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

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

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

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

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

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

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

…………………………………	..………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

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

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SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

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

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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: ……………………………………………………….

Consent form in terms of section 11 of the Protection of Personal Information Act No 4 of 2013 (POPIA)

In order for the South African National Biodiversity Institute (SANBI) to consider the bidder's response to the RFQ / RFP to become a service provider of the SANBI, it will be necessary for the SANBI to process certain personal information which the service provider may share with SANBI for the purpose of the RFQ / RFP, including personal information, which may include special personal information (all hereafter referred to as "Personal Information")

The SANBI will process the Service Provider's Personal Information in accordance with the SANBI Privacy Policy.
Access to your Personal Information and purpose specification
Personal Information will be processed by SANBI for purposes of assessing the service provider's submission in relation to the RFQ / RFP i.e. the purposes of assessing current services required by the SANBI. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that SANBI's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

Consent By [ticking/clicking] "Yes" and signing below, you agree and voluntarily consent to the SANBI's processing of the service provider's Personal Information for the purposes of evaluating its RFQ / RFP submission, including to confirm and verify any information provided in the submission and service provider gives SANBI permission to do so. The service provider understands that it is free to withdraw its consent on written notice to SANBI and the service provider agrees that the Personal Information may be disclosed by the SANBI to third parties, including SANBI's affiliates, service providers and associates (some of which may be located outside of the Republic of South Africa). **Please note that if you withdraw your consent at any stage, we may be unable to process your RFQ / RFP.**

Yes ☐

No ☐

____

Supplier Name Date Signature

____

Authorised representative, who warrants that he/she is duly authorised.