

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE)					
BID NUMBER:	Q12097-2026	CLOSING DATE:	23 October 2026	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS. Please Note: It is estimated that tenderers should have a CIDB contractor grading designation of Level 2EB 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	Mr Wayne Peck	
TELEPHONE NUMBER	012 002 5332		TELEPHONE NUMBER	021 799 8650	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	R.modiba@sanbi.org.za		E-MAIL ADDRESS	W.Peck@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

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**

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:

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

- 3.1 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be

allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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 APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.

QUOTATION No: Q12097-2026

October 2026

NAME OF SERVICE PROVIDER:

TENDER AMOUNT:

CLOSING DATE: 23 October 2026

CLOSING TIME: 11H00

TENDER Notice and Invitation to TENDER

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

THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.

TENDER documents will be available as from **08 October 2026** and will be available **ONLINE ONLY** on the SANBI website www.sanbi.org (click on "Opportunities").

(a) CIDB registration

Only those Service Providers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2 EB** class of Electrical Engineering Works -Building, are eligible to have their **TENDER's** evaluated.

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

1. every member of the joint venture is registered with the CIDB;
1. the lead partner has a contractor grading designation in the 2 EB or higher class of electrical engineering works ;
and
2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EB or higher** class of electrical engineering work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

(b) National Treasury Central Supplier Database

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

POTENTIAL SERVICE PROVIDERS ARE REQUIRED TO SUBMIT THE FOLLOWING MANDATORY DOCUMENTATION. FAILURE TO SUBMIT ANY OF THE REQUIRED DOCUMENTS WILL RESULT IN DISQUALIFICATION:

- 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.
- Proof of Public Liability Insurance or Letter to intent.
- It is estimated that tenderers should have a valid CIDB contractor grading designation of Level **2 EB** or higher.
- Proof of registration as an electrical contractor with the department of labour.

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 **23 October 2026 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 Wayne Peck on 021 799 8650 or e-mail at W.Peck@sanbi.org.za

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

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

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

FORM OF OFFER AND ACCEPTANCE

PROJECT TITLE:	THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.
CONTRACT NO:	Q12097-2026

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the appointment of a contractor to install, maintain, repair and replace all electrical items at the Kirstenbosch National Botanical Garden.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Service Providers** 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 **TENDER** 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 **Service Providers** in the conditions of contract identified in the **TENDER** Data.

Signature(s)

Name(s)

Capacity

For the Service Provider:

.....

.....

(Insert name and address of organisation)

Name & signature of witness Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Service Provider's Offer. In consideration thereof, the Employer shall pay the **Service Providers** the amount due in accordance with the conditions of contract identified in the **TENDER** 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 **TENDER** are contained in

Part C1 Agreements and TENDER 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 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 **TENDER** 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 **TENDER** 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 **TENDER** Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s)

Name(s)

Capacity

For the Employer:

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

Name & signature of witness Date

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

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.....

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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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 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 Service Provider and the Employer during this process of offer and acceptance.

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

FOR THE SERVICE PROVIDER:

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and
signature of
witness

_____ Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

[Name and address of organisation]

Name and
signature of
witness

_____ Date

CONFIRMATION OF RECEIPT

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

The..... *[day]*

of *[month]*

20.....*[year]*

at *[place]*

For the Contractor:
Signature

Name

Capacity

Signature and name of witness:
Signature

Name

C.1.2 TENDER Data

PROJECT TITLE:	THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.		
CONTRACT NO:	Q12097-2026		
C.1.2 TENDER Data			
The General Conditions Of Contract For Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za			
Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.			
Part 1: Data provided by the Employer			
Clause	Data		
1.1.1.13	Clause 1.1.1.13: Defects Liability Period N/A		
1.1.1.14	Clause 1.1.1.14: Due Completion Date 36 months contract after the Commencement Date		
1.1.1.15	The name of the Employer is The South African National Biodiversity Institute , represented by Mr W Peck and/or such persons or person duly authorised thereto be the Employer in writing.		
1.2.1.2	The Employer's address for receipt of communications is: S.SCM-Quotations@sanbi.org.za		
1.2.1.3.	Clause 1.3.: Pricing Strategy The Pricing Strategy is a re-measurement contract.		
3.1.3	Clause 3.1.3: Specific Approval of the Employer Required The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1 Clause 6.3: Variations 2 Clause 5.11.1: Suspension of the Works 3 Clause 5.12: Extension of Time for Practical Completion		

5.3.1	Clause 5.3.1: Commencement of the Works The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)																								
5.3.2	Clause 5.3.2: Timeframe to deliver documentation The time to submit the documentation required before commencement with Works execution is Fourteen (14) days.																								
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.																								
5.8.1	Clause 5.8.1: Non-Working Times The non-working days are Saturdays and Sundays. The special non-working days are: 1. All gazetted public holidays falling outside the year end break.																								
5.12.2.	Clause 5.12.2.: Some reasons for extension of time Clause 5.12.2.2: Abnormal climatic conditions. <i>Add the following:</i> 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. <table><tr><td>January</td><td>9 days</td><td>May</td><td>5 days</td><td>September</td><td>6 days</td></tr><tr><td>February</td><td>9 days</td><td>June</td><td>4 days</td><td>October</td><td>9 days</td></tr><tr><td>March</td><td>10 days</td><td>July</td><td>4 days</td><td>November</td><td>9 days</td></tr><tr><td>April</td><td>8 days</td><td>August</td><td>5 days</td><td>December</td><td>10 days</td></tr></table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. Rainfall of 10mm or less per day shall be deemed to be normal climatic conditions.	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
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																				
5.13.1	Clause 5.13.1: Penalty for Delay The penalty for failing to complete the Works is R 400.00 per day																								

5.16.3	Clause 5.16.3: Latent defect liability The latent defect period is one (1) year for the project.
6.2	Clause 6.2: Security The Form of Guarantee is to contain the wording of the pro-forma document as per the contract document. The liability of the guarantee shall be for 10% of the Approved Contract Sum.
6.8.2	Clause 6.8.2: Contract Price Adjustment Contract Price Adjustment: Is NOT applicable
6.8.3	Clause 6.8.3: Variation in Cost of Special Materials Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	Clause 6.10.1.5: Interim Payments - Materials on Site No percentage advance on materials on site but not yet built into the Permanent Works is allowed for or will be paid.
6.10.3	Clause 6.10.3: Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Sum, including allowances for contingencies. This reduces to 2,5% upon the issue of the Certificate of Completion. The remaining 2,5% retention will be released upon the issue of the Final -Approval Certificate upon lapse of the defect's liability period. Security plus Retention amount will not exceed 15% of the Contract Sum
6.10.4	Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the second last sentence with "30 days".</i>
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 <i>Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest rate."</i> <i>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".</i>
6.10.8	Clause 6.10.8: Contractor's completion statement <i>Replace "28 days" in the last sentence with "30 days"</i>
6.10.9	Clause 6.10.9: Final payment certificate <i>Replace "28 days" in the last sentence with "30 days"</i>
6.12	Clause 6.12: Additional <i>Add Clause 6.12 as follows:</i> 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 <i>Add the following:</i> Damage to the Works (a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protection and security of the Works, as he may deem necessary. (a) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works. (b) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2. (d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the costs of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.
8.6.1.1.2	Clause 8.6.1.1.2: Insurance The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.
8.6.1.1.3	Clause 8.6.1.1.3: Insurance The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is -Nil.
8.6.1.3	Clause 8.6.1.3: Insurance The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.
8.6.1.5	Clause 8.6.1.5: Additional Insurance Additional Insurance is required for the following: a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. a) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river.
10.5, 10.6, 10.7	Clause 10.5, 10.6, 10.7: Dispute Resolution Dispute resolution shall be by Arbitration.
11	Clause 12: Confidentiality

	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.
12	Clause 13: Amendments in writing No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause

1.1.1.9 The Service Provider is

1.2.1.2 The Service Provider's address for receipt of communications is:

Physical address:

Postal address:

Telephone:

Fax:

Email:

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:.....

Physical Address:.....

"Employer" means:.....

"Contractor" means:.....

"Engineer" means:.....

"Works" means:.....

"Site" means:.....

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:.....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this. Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime

PROJECT TITLE:	THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.
CONTRACT NO:	Q12097-2026

overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity

C2 Pricing Data

1. GENERAL INFORMATION

a. Bills of Quantities

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of **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

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

2. PRICING INFORMATION

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

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 of criticism of method of measurement used or descriptions given. The priced schedule of quantities shall not be adjusted on the grounds of the items which in the opinion of the Service Provider should have been brought into account unless so detailed in the accompanying letter.
13. The schedule of quantities shall be adjusted to reflect the quantities of materials used on completion of whole or part of the works as a result of remeasurement, qualification or variations. The remeasured quantities shall form the basis for the calculation of payment certificates. The schedules of quantities are not intended for the ordering of materials, etc. and the contractor is advised to extract the quantities for the ordering of materials directly from the drawings and specification. Any order placed directly from the schedules of quantities shall be solely at the contractor's risk.
14. The unit rates as entered in the schedule of quantities with the exclusion of dayworks items shall in all cases include any present and applicable sales tax or similar statutory duties.

PRICING

- A high-level work plan should be developed with indicative level of effort (time, phasing, and cost) towards activities and deliverables, and provide a clear allocation of roles, responsibilities, and resources towards the deliverables.
- The service providers are required to complete the pricing schedule to indicate the hourly call out fee rates.
- The rates will be fixed for duration of twelve months; after 12 months the service providers need to indicate yearly escalation rate.
- The Service Provider must state the labour rate per hour and the call-out fee applicable for each year of the contract.
- Rates shall include qualified electricians and assistants

LABOUR BREAKDOWN COST

YEAR 1

Item	Unit Rate	QTY	Normal Hours Rate (8am – 4pm)	After hours rate (4:30pm – 8am)	Weekend / Public Holidays hours rate	Total
Call out fee	Hour	1	R	R	R	R
Artisan	Hour	1	R	R	R	R
Assistant	Hour	1	R	R	R	R
General worker	Hour	1	R	R	R	R
SUBTOTAL						R
TOTAL INCLUDING VAT						R
TOTAL PRICE YEAR 1						R

YEAR 2

Item	Unit Rate	QTY	Normal Hours Rate (8am – 4pm)	After hours rate (4:30pm – 8am)	Weekend / Public Holidays hours rate	Total
Call out fee	Hour	1	R	R	R	R
Artisan	Hour	1	R	R	R	R
Assistant	Hour	1	R	R	R	R
General worker	Hour	1	R	R	R	R
SUBTOTAL						R
TOTAL INCLUDING VAT						R
TOTAL PRICE YEAR 1						R

YEAR 3

Item	Unit Rate	QTY	Normal Hours Rate (8am – 4pm)	After hours rate (4:30pm – 8am)	Weekend / Public Holidays hours rate	Total
Call out fee	Hour	1	R	R	R	R
Artisan	Hour	1	R	R	R	R
Assistant	Hour	1	R	R	R	R
General worker	Hour	1	R	R	R	R
SUBTOTAL						R
TOTAL INCLUDING VAT						R
TOTAL PRICE YEAR 1						R

TOTAL BID PRICE from YEAR 1 to YEAR 3:

Total Year 1	Total Year 2	Total Year 3	Grand Total (Total Bid Price)
R	R	R	R

Bidders to take note that their **Total Bid Price** tender evaluation will be on the total price for the **call out fee** and **labour rate per hour**.

BILL OF QUANTITIES: MATERIAL ONLY

Description	Minimum Threshold for Local Content	Unit	Rates (Excl. VAT) Year 1	Rates (Excl. VAT) Year 2	Rates (Excl. VAT) Year 3
Luminaries					
58W open channel fluorescent – surface mounted	100%	Each	R	R	R
58W LBR fluorescent – surface mounted	100%	Each	R	R	R
70W HPS-E Be ashine – post top luminaries	100%	Each	R	R	R
Bekapole K187645 GPR pole – 4.5m MH	100%	Each	R	R	R
Bekapole K1876110 GPR pole – 11m MH	100%	Each	R	R	R
36W LBR Fluorescent – recessed (1200 x 600)	100%	Each	R	R	R
BekaMax – F Floodlight 250W HPS-T	100%	Each	R	R	R
Beka Series 40 Bulkhead 1 x26W	100%	Each	R	R	R
Beka Series 30 Bulkhead 1 x26W	100%	Each	R	R	R
Lamps (Only Osram or Phillips accepted)					
36W 26mm Fluorescent Tube	100%	Each	R	R	R
58W 26mm Florescent Tube	100%	Each	R	R	R
250W HPS-T Lamp	100%	Each	R	R	R
26W CFL TC-D Lamp	100%	Each	R	R	R
18W CFL TC-D Lamp	100%	Each	R	R	R
70W HPD-E Lamp	100%	Each	R	R	R
50W / 12V Halogen Lamp	100%	Each	R	R	R
20W / 12V Halogen Pin Base	100%	Each	R	R	R
21W CFL Energy Saver E27 Base	100%	Each	R	R	R
Luminaries Control Gear					
58W Electronic Ballast (ECG)	100%	Each	R	R	R
36W Electronic Ballast (ECG)	100%	Each	R	R	R
250W HPS Control Gear	100%	Each	R	R	R

18W or 26W CFL (ECG)	100%	Each	R	R	R
Medium Voltage Cabling (SABS Approved)					
70mm ² x 3-core 6,35/11kV XLPE Table 19	100%	Each	R	R	R
35mm ² x 3-core 6,35/11kV XLPE Table 19	100%	Each	R	R	R
25mm ² x 3-core XLPE 1,9/3,3kV PVS/SWA/PVC Interdac or Equal	100%	Each	R	R	R
16mm ² x 3-core XLPE 1,9/3,3kV PVS/SWA/PVC Interdac or Equal	100%	Each	R	R	R
35-70mm XLPE 11kV Through Joint – Raychem	100%	Each	R	R	R
35-70mm XLPE 11kV Indoor Termination – Raychem	100%	Each	R	R	R
35-70mm PILC Through Joint Raychem	100%	Each	R	R	R
16-25mm XLPE 3,3kv intermediate Cable Through Joint	100%	Each	R	R	R
16-25mm XLPE 3,3kv intermediate Cable Outdoor term	100%	Each	R	R	R
Low Voltage Cabling (SABS & SA Manufactured)					
95mm x4-core PVC per m	100%	Each	R	R	R
70mm x4-core PVC per m	100%	Each	R	R	R
35mm x4-core PVC per m	100%	Each	R	R	R
16mm x4-core PVC per m	100%	Each	R	R	R
6mm x4-core PVC per m	100%	Each	R	R	R
6mm x3-core PVC per m	100%	Each	R	R	R
4mm x4-core PVC per m	100%	Each	R	R	R
2,5mm x3-core PVC per m	100%	Each	R	R	R
Resin cast jointing kits 2,5mm – 6mm PVC cables	100%	Each	R	R	R
Resin cast jointing kits 16mm – 35mm	100%	Each	R	R	R
1.5mm PVC cable per m	100%	Each	R	R	R
Resin cast jointing kits 50mm – 95mm PVC cables	100%	Each	R	R	R
BCEW (SABS & SA Manufactured)					
50mm BCEW per m	100%	Each	R	R	R
35mm BCEW per m	100%	Each	R	R	R
16mm BCEW per m	100%	Each	R	R	R
Wiring Systems (SABS & SA Manufactured)					
2,5mm ² GPR wire (PVC insulated) per m	100%	Each	R	R	R
4mm ² GPR wire (PVC insulated) per m	100%	Each	R	R	R
6mm ² GPR wire (PVC insulated) per m	100%	Each	R	R	R
2,5mm ² 2+E surfix cable flat per m	100%	Each	R	R	R
4mm ² 3+E surfix cable round per m	100%	Each	R	R	R
2,5mm ² x 3-core submersible pump cable per m	100%	Each	R	R	R
4mm ² x 4-core submersible pump cable per m	100%	Each	R	R	R
Appliances (Only Crabtree or Clipsal)					
16A Switched socket outlet c/w cover – flush or surface mounted	100%	Each	R	R	R

15A 1lever 1 way light switch c/w cover – flush or surface mounted	100%	Each	R	R	R
15A 2lever 1 way light switch c/w cover – flush or surface mounted	100%	Each	R	R	R
20A DP geyser isolator c/w cover – flush or indoor use	100%	Each	R	R	R
32A DP isolator for A/C unit, weather-proof & lockable					
32A TP isolator, weather-proof & lockable (Waco)	100%	Each	R	R	R
16A Double SSO – flush mounted	100%	Each	R	R	R
16A 230V Photocell for outdoor use (National)	100%	Each	R	R	R
Circuit Breakers & Isolators (Group Schneider/ CBI Only)					
15A SP 6kA circuit breaker	100%	Each	R	R	R
20A SP 6kA circuit breaker	100%	Each	R	R	R
30A SP 6kA circuit breaker curve 2	100%	Each	R	R	R
60A SP 6kA circuit breaker	100%	Each	R	R	R
60A TP 10kA circuit breaker	100%	Each	R	R	R
100A TP 15kA circuit breaker	100%	Each	R	R	R
80A TP 10kA isolator	100%	Each	R	R	R
63A 30mA DP earth leakage unit – no overload	100%	Each	R	R	R
20A DP 6kA circuit breaker – geyser supply	100%	Each	R	R	R
3P+N 20kA surge arrestors with indication	100%	Each	R	R	R
Wireways & Sleeve Pipes (Bosal / Nextube)					
20mmdia. Galvanised conduit c/w all fittings and accessories	100%	Each	R	R	R
32mmdia. Galvanised conduit c/w all fittings and accessories	100%	Each	R	R	R
20mmdia. PVC conduit c/w all fittings and accessories	100%	Each	R	R	R
110mmdia. Ribbed kabelflex sleeve pipe	100%	Each	R	R	R
160mmdia. Ribbed kabelflex sleeve pipe	100%	Each	R	R	R
T8 LED Fluorescent Tube Fittings Weatherproof Double Closed Channel 5FT					
LED WATERPROOF FLOURESCENT FITTING T8 1.5M(5FOOT) DOUBLE	100%	Each	R	R	R
LED FLUORESCENT FITTING OPEN CHANNEL- 1.5M(5FOOT) DOUBLE	100%	Each	R	R	R
25A day/night switch	100%	Each	R	R	R
230V Mains supply 10500V – 7,8 joules electric fence energiser	100%	Each	R	R	R
7,5kW 400V submersible pump motor complete	100%	Each	R	R	R
40A TP Contractor 230V coil c/w adjustable overload 12-40A	100%	Each	R	R	R
Replacement of 230V – 3 or 4kW geyser element	100%	Each	R	R	R
Window extractor fans	100%	Each	R	R	R
Electric trucking conduit and flexi sleeving / power skirtings	100%	Each	R	R	R
High and low voltage transistors, ic units	100%	Each	R	R	R

UPS units 3KVA	100%	Each	R	R	R
AC DC transformer	100%	Each	R	R	R
Geyser thermostats	100%	Each	R	R	R
Fault finding	100%	Each	R	R	R
15A Dimmable light switch c/w cover – flush or surface mounted	100%	Each	R	R	R
15A 1lever 2-way light switch c/w cover – flush or surface mounted	100%	Each	R	R	R
Excavations (All by hand only)					
1200mm deep x 450mm wide (Road crossing)	100%	Each	R	R	R
1000mm deep x 450mm wide (MV cables)	100%	Each	R	R	R
800mm x 350mm wide (LV cables)	100%	Each	R	R	R
PVC warning tape 30mm above cable per meter	100%	Each	R	R	R
Concrete cable dividers at service crossing	100%	Each	R	R	R
Concrete cable route markers (supply and install)	100%	Each	R	R	R
Intermediate excavations of cable trenches, bedding & backfill etc. (extra over)	100%	Each	R	R	R
Pole hole excavation – 2m deep	100%	Each	R	R	R
Pole hole excavation – 1,2m deep	100%	Each	R	R	R
Testing of Earthing and Lightning Protection					
Specialist Earthing and lightning protection testing	100%	Each	R	R	R
Servicing of Submersible Borehole Pumps					
Service of Borehole submersible pump	100%	Each	R	R	R
Solar Panels					
Cleaning of 130 Solar Panels	100%		R	R	R
Servicing of 2 x 30kw Inverters	100%		R	R	R

NB: It may not be feasible to include every item on the BoQ and as such should material which is not on the BoQ be required then such items will be requested from the service provider in a written quotation to supply and install such items.

Materials and Servicing Cost Indication

The table above is provided for **budgeting and cost-estimation purposes only** and will **not form part of the evaluation criteria**. The prices reflected in the table are intended solely to provide an indication of the anticipated costs of materials and servicing.

The table does not constitute a commitment by SANBI to purchase the quantities or items listed, and actual requirements will be determined on an as-needed basis.

C3 Scope of Work

PROJECT TITLE:	THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS
CONTRACT NO:	Q12097-2026

SCOPE OF WORK

EMPLOYER'S OBJECTIVES

THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS.

OVERVIEW OF THE WORKS

The service provider shall attend to fault calls, inspect, service, repair, maintain, modify, and install all electrical works required. All materials, equipment and appliances shall be originated from the original or reputable manufacturers and must be in line with SABS regulations.

Certificate of Compliance (COC): A valid Electrical Certificate of Compliance must be issued and submitted upon completion of all electrical works. No final payment will be processed without submission of the COC.

LOCATION OF THE WORKS

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

DESCRIPTION OF SITE AND ACCESS

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

DESCRIPTION OF THE WORKS

1.1. GENERAL

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

1.2. SCOPE OF CONTRACT

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

1.3 WORKS SPECIFICATIONS PORTION A

EE Service, maintenance, and repairs of electrical work

CONTENTS

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

EE 01 SCOPE

The purpose of this request for quotations is to procure a service provider to undertake and perform service, maintenance, replace, repairs and new installation of electrical work at the Kirstenbosch Botanical Garden.

EE 02 STANDARD SPECIFICATIONS

The scope of the work / services to be provided by the contractors is as follows:

- Inspection, maintenance, repair, and replacement of all electrical related equipment including but not limited to installations of electrical light fittings, all internal, external, underground electrical installations, electronic installations to existing buildings, etc.
- Any activities such as tests, measurements, replacements, adjustments, and repairs intended to restore or retain the electrical installation after the repairs in a specified state in which the unit can perform its required functions.

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

- Ensure that all actions taken to retain material or equipment in a serviceable condition or to restore it to serviceability and repair is done to the highest possible standards

- The Service Provider will supply all necessary equipment, labour, spares, and materials necessary for the proper execution of the contract.
- The Service Provider will take adequate precautions to prevent damage to the building and other fixtures on site.
- The Service Provider and personnel will always adhere to all security rules and regulations imposed by the Client on site.
- The Service Provider will safeguard all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act and any amendments thereof, together with equipment, plant, hand, and power tools.
- The Service Provider will always proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or to repair the works.
- The Service Provider will ensure as far as reasonably possible the safety of staff and visitors when conducting work on the Kirstenbosch National Botanical Garden estate while exercising due care not to cause unnecessary damage or harm to the environment, plants, or animals.

The scope also includes a 24hr, Monday to Sunday emergency standby service as and when required by SANBI.

As part of the administration claims shall be submitted timeously and the following documentation must be provided in support of a claim:

- completed job cards indicating location, dates, personnel, times worked and travelling information.
- records of material receipts for material purchased and used in this contract (only for material not priced for in the Pricing Schedule)

All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities.

Visits to the premises will be as scheduled for the contractor to carry out maintenance work as per the specification.

The Garden have visitors book which is to be properly completed by the Contractor on every visit and the reason for the visit recorded in the book.

The Contractor shall produce and issue to SANBI a written report or service sheet of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor.

Reports will highlight.

- The type of work or service done
- Problems experienced.
- Results of inspection
- Faults found and their priority thereof.

Quotations for any corrective work required shall be submitted to SANBI and on the approval of such quotations the Contractor will correct or repair accordingly.

SANBI reserves the right to conduct an independent safety and quality audit to be carried out on the work completed by the contractor. The contractor shall provide his own quality controls to ensure compliance with the specifications and any changes to legislation or regulations applicable. Possible modernisation products to upgrade or to improve the reliability and performance of the installation will be brought to SANBI for consideration.

Contract Performance

The contractor will sign a service level agreement with SANBI. The performance of the Contractor will be discussed on the Quarterly basis at meetings scheduled to sit at SANBI offices.

Performance Items to be discussed will include:

- The number of breakdowns for specific period
- The turnaround time to attend to emergency callouts.
- Planned vs. actual progress.
- Submission of reports, invoices, and other administration duties
- Payment of invoices

Response Times for:

- Emergencies – within 3hrs
- Urgent - within 5hrs
- Non-Urgent - within 24hrs

OPERATING HOURS

- The service provider will be required to provide services during working hours from 07:30 – 16:00.

Emergency Maintenance and Rotation of Service Providers

In the event of an emergency or system failure, the three appointed service providers shall be utilized on a rotational basis. Once a fault has been logged and formally referred to the relevant service provider, the service provider shall be required to respond promptly and take all reasonable measures to minimize maintenance downtime until the affected system or component has been fully restored and is operational.

Should the appointed service provider fail to respond within the prescribed maximum response or downtime period, SANBI reserves the right to appoint the next service provider in the rotation to undertake the necessary repair or maintenance work. Such action shall be taken to ensure the continued functionality of the system and to minimize any disruption to SANBI's operations.

Locality:

Contractor to be based in Western Cape.

Additional Notes:

In case of emergencies the three service providers will rotate as and when required.

In terms of normal procurement, repairs and maintenance, the service providers will compete based on pricing and specific goals.

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

GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of TENDER, 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:

SANS and other specifications and codes

SABS 0142 - Electrical Installation regulations

SANS 10142-1 code of practice

The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) as amended, as well as any incorporated Standards. The Electricity Regulation Act of 2006

EE 02.01.03 Occupational Health and Safety Act of 1995

The intended electrical 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, section 44, as amended ("the Act").

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

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

EE 02.01.05 Municipal regulations, laws, and by-laws

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

EE 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

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

EE 03.01 GENERAL REPAIR REQUIREMENTS

- (a) Qualification of the personnel to be allocated this responsibility shall be in possession of relevant professional certifications.
- (b) The service providers must have at least 5 years proven track record and experience in Electrical Services.
- (c) The service provider shall supervise and exercise proper control over all personnel employed by him/her and shall not hold SANBI responsible for any injury caused to the said personnel
- (d) All new equipment, materials and systems shall be installed and positioned such as not to impede on access routes, entrances, and other services. The Contractor shall coordinate these items taking other services and equipment into account.
- (e) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (f) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and service periods to ensure the safety of the public and the User Client.
- (g) In terms of Schedule 5B of the Constitution of South Africa (Act 108 of 1996), waste management is a local government competence that must be executed to protect human and environmental health

EE 04 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK

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

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

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

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

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



EE 05 COMMISSIONING AND RECOMMISSIONING OF EQUIPMENT

N/A

EE 05.02 RECOMMISSIONING OF EQUIPMENT

N/A

EE 06 GUARANTEE OF INSTALLATION AND EQUIPMENT

- (a) All work shall be executed in a first-class workman-like manner by qualified tradesmen or technicians
- (b) 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.

EE 07 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

- (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.

PORTION B

PA HEALTH AND SAFETY SPECIFICATION

PA1 DESCRIPTION OF WORK:

THE APPOINTMENT OF THREE SERVICE PROVIDERS THAT WILL UNDERTAKE AND PERFORM A SERVICE, MAINTENANCE, REPLACE, REPAIRS AND NEW INSTALLATION OF ELECTRICAL WORK AT KIRSTENBOSCH NATIONAL BOTANICAL GARDEN FOR A PERIOD OF 3 YEARS

PA2 DESCRIPTION OF THE SITE

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

PA3 APPLICATION OF CONSTRUCTION REGULATIONS 2014

The intended Electrical 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:

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

PA5 HEALTH AND SAFETY MANAGEMENT SYSTEM

Health and Safety Philosophy

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

PA5.1 Contractor Health and Safety Management System

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

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

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

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

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

P A10 EVALUATION PROCESS

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

PHASE 1

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

Capability Evaluation Criteria		Weight
Company Profile (a) A Brief overview of the company with an indication of its expertise to the scope of work. Core business must be <u>Electrical work</u>		25
Sub - Criteria	Points	
Eleven (11) years and more of relevant experience	25	
Nine (9) - ten (10) years - relevant experience	20	
Seven (7) - eight (8) years of relevant experience	15	
Five (5) – six (6) years of relevant experience	10	
Three (3) – four (4) years of relevant experience	5	

O - 2 years of relevant experience	0	
<u>Company Experience</u> Company /Firm Previous experience in similar projects: Provide reference letters with proof of company's previously completed projects in the form of appointment letters and completion certificates. This should reflect the name of the client/project, duration, and rand value of the project (Must be <u>Electrical</u> work)		25
All submitted reference letters will be subject to a verification process. Reference letters issued by the bidder, its parent company, subsidiary, sister company, affiliate, or any related entity will not be accepted.		
Sub -Criteria	Points	
Five (5) relevant reference letters	25	
Four (4) relevant reference	20	
Three (3) relevant reference	15	
Two (2) relevant reference	10	
One (1) relevant reference	5	
No submission	0	
Qualifications and experience of personnel Level of expertise and qualifications / Certification (Trade test certificate) personnel that will be directly engaged in the execution of the project (Curriculum vitae and qualifications to be attached)		25
More than 9 years of experience in relevant scope of work.	25	
7 to 8 years of experience in relevant scope of work.	20	
5 to 6 years of experience in relevant scope of work.	15	
3 to 4 years of experience in relevant scope of work.	10	
1 to 2 years of experience in relevant scope of work.	5	
0 years of experience in relevant scope of work.	0	
<u>Locality of Business</u> Bidders must submit proof of physical address by means of an affidavit. The affidavit must include the following: • Name of registered company • Name of authorized person acting on behalf of the registered company • Number of years located at the address registered for the company		

Sub -Criteria	Points	
Companies based within a radius of 1km to 40km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	25	25
Companies based within a radius of 41km to 80km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	20	
Companies based within a radius of 81km to 120km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	15	
Companies based within a radius of 121km to 160km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	10	
Companies based within a radius of 161km to 200km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	5	
Companies based within a radius of greater than 200km from Kirstenbosch National Botanical Garden, Newlands, Cape Town	0	
TOTAL		100

Bids that fail to score a minimum of **70 points out of 100** points for functionality will not be eligible for further consideration

PHASE 2

Organizational Procurement goals and Pricing

In accordance with stipulated guidelines provided by National Treasury and that SANBI as an organ of the state is required to comply with section 10 (b) of the B-BBEE Act and to implement Organizational “Specific Goals” pertaining to preferential procurement policy. The revised 80 / 20-point system is to be applied with this procurement evaluation, where price contributes 80 points and the maximum of 20 points will be awarded based on stipulated SANBI's Specific Goals as defined below:

Specific Goal	Total Points
Categories of persons historically disadvantaged by unfair discrimination based on race. (Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal) Black ownership = 10 points	(10)
Categories of persons historically disadvantaged by unfair discrimination based on gender. (Information will be verified on CSD report. Points will be allocated based on the percentage of ownership per goal) Female ownership = 10 points	(10)
TOTAL	20

Note: if supporting documents are not provided for evaluation the allocated score would be “zero”, or where the provided documents are ambiguous and/or unclear to evaluate requiring that assumptions are to be made, to clarify the provided documentation the allocated score would be “zero”.

With a “Zero” rating it does not disqualify the Service Provider from the TENDER process. The TENDER will be awarded the highest combined score (80 plus 20) out of 100 points.

EVALUATION AND AWARDING

The three highest-scoring service providers, based on the evaluation of their **hourly labour rates, call-out fees, and specified goals** will be recommended for appointment, subject to SANBI's applicable procurement and approval processes.

Appointment and Commencement of Services

The successful Service Provider(s) will be formally appointed through the issuance of an official appointment letter and, where applicable, a Service Level Agreement (SLA). The appointment letter and applicable SLA must be duly signed by both parties before any services are rendered.

An official Purchase Order (PO) will be issued by SANBI as and when services are required. **No goods or services may be supplied or commenced without a valid and authorized Purchase Order**, except in cases of genuine emergencies where prior approval has been obtained from SANBI in accordance with its applicable procurement policies and procedures.

SANBI will not be liable for any goods or services provided without an authorized Purchase Order or approved emergency instruction.

INFORMATION PROVIDED BY SANBI

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

EXTENT OF SERVICES

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

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

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

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

N.B Companies that fail to submit required documents, incomplete, or expired documents will be disqualified.

ADDITIONAL DOCUMENTATION

Each request for quotation document should also include the following documentation. Failure to submit these documents will not result in disqualification, however, the information contained in them is required for evaluation purposes:

- i. Company Profile: brief statement of the company with an indication of its expertise.
- ii. Reference letters of previous experience regarding similar projects. The reference letter to be on thereferee's letterhead, contact details, specify work done, the value and duration and completion date.
- iii. Bidders must submit proof of physical address
- iv. Qualifications and experience of personnel: curriculum vitae and qualifications to be attached