SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

Contract No: G591/2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN

PROCUREMENT DOCUMENT

OCTOBER 2026

Issued by:

South African National Biodiversity Institute
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Gauteng

Contact:

Supply Chain Management
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Name of tenderer: .....

Address: .....

Tel no.: ..... **Fax no.:** .....

Email: .....

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PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI: G591/2026**

Advertising date:	**27 October 2026**	**Closing date:**	**25 November 2026**
Closing time:	**11:00**	**Validity period:**	**90 Days**

T1.1 Tender Notice and Invitation to Tender

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

The appointment of a service provider for the completion of the dry room and minor repair work to the seedbank facility at the Kirstenbosch National Botanical Garden, Cape Town.

It is estimated that tenderers should have a CIDB contractor grading of **3ME** or **higher**.

Tender documents will be available as from **27 October 2026** and will be available **ONLINE ONLY** on:

- SANBI website www.sanbi.org.za (click on “Opportunities”)
- CIDB Website
- National e-Tender Publication Portal

A compulsory briefing session will take place on site on **Monday 9 November 2026 at 11:00** in the **Garden Office Boardroom** at the Kirstenbosch National Botanical Garden. Bidders are encouraged to direct all technical and bidding procedure enquiries to the email address below.

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email address below.

Department:	Supply Chain Management
Email:	sanbi.tenders@sanbi.org.za
Cc:	info@optimumconsultants.co.za and A.Hendricks@sanbi.org.za
Cut-off date for enquiries:	**16 November 2026 at 11:00**

Any queries regarding the tender document or any related matter prior to submission of tenders must be directed to:

SANBI Representative (Technical Queries Only)	Mr P. Manjonjo Optimum Engineering Consultants (Pty) Ltd info@optimumconsultants.co.za / A.Hendricks@sanbi.org.za
SANBI SCM Representative	sanbi.tenders@sanbi.org.za

The closing time and date for the receipt of tenders is **25 November 2026.**

The tenders will **NOT** be opened in public (please note that the two-envelope system is being followed). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T: THE TENDER
Part T1: Tendering Procedures

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
C.1.1.1	The Employer is: South African National Biodiversity Institute (SANBI): The Employer's domicilium citandi et executandi (permanent physical business address) is: Pretoria National Botanical Garden 2 Cussonia Avenue, Biodiversity Centre Brummeria, Pretoria The Employer's address for communication relating to this project is: Private Bag X101 Silverton 0184
C.1.2	The Tender Documents issued by the Employer comprise the following documents: **PART T: THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable documents/schedules **PART C: THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Construction guarantee C1.4 - Occupational Health & Safety Agreement 37(2) **Part C2: Pricing Data** C2.1 - Pricing Instructions C2.2 - Bill of Quantities

Clause number	Tender Data
	Part C3: Scope of Works C3.1 - Description of the works C3.2 - Construction **Part C4 : Site Information** C4.1 - Site location **Appendices** Appendix A – Part 1 - General Specifications Appendix B – Part 2 - Scope of Work and Technical Specifications Appendix C – Drawing OP23-M07-H01 - HVAC Rev03 Appendix D – Technical Datasheets Appendix E – Equipment Offered
C.1.4	The employer's agent is: Optimum Engineering Consultants (Pty) Ltd **Contact Person**: Mr P. Manjonjo **Tel**: 081 500 1595 **E-mail**: info@optimumconsultants.co.za
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders Only those tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their tenders evaluated further. (a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3 ME** class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **2 ME** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 ME** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (b) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
C.2.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of clause C.3.8.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Clause number	Tender Data
	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.12	Main tender offers are required to be submitted together with alternative tenders. If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.
C.2.13.6	A two-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Tenderers shall note the specific requirements for packaging of their tender documents and include only the following: Two (2) original documents marked Original: Document A "FINANCIAL ENVELOPE and Original Document B "TECHNICAL ENVELOPE". • Original Document A "FINANCIAL ENVELOPE" pack of original documents with pricing included e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows. • Original document B "TECHNICAL ENVELOPE" pack of original documents **excluding** pricing e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows and a USB with a Copy of "Original Document B" TECHNICAL ENVELOPE excluding pricing e.g. Form of Offer and Acceptance, bill of quantities, costing models and cash flows. Financial or pricing details should **ONLY** be included in the envelope marked 'Original Document A FINANCIAL ENVELOPE", and not in the 'Original Document B TECHNICAL ENVELOPE' or the PDF file(s) of the document(s) on the USB. **NB:** Failure to submit in the prescribed manner WILL lead to the bid being disqualified. The Service Provider is to ensure that the provided USB includes the proposal, is readable and is not corrupt. Failure to comply will lead to the bid being considered non-responsive. Please put the USB in the "Original Document B TECHNICAL ENVELOPE" (Original Document B and USB in one envelope).

Clause number	Tender Data
	INCLUSION OF ANY PRICING INFORMATION ANYWHERE ON THE USB WILL LEAD TO THE BID BEING DISQUALIFIED. The Original Document A will be placed in one envelope, and the Original Document B and the USB will be placed in another envelope. The two envelopes shall be placed together in an outer envelope sealed and bearing the following: • The address as stated in C.2.15.1 below • The identification details as stated in C.2.15.1 below • Name of the Tenderer • The words 'Not to be opened before the tender opening' The technical and financial envelopes should also contain the details of the last three bullets on them. The financial envelope must contain the words NOT TO BE OPENED WITH THE TECHNICAL ENVELOPE.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15.1	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: **Location of Tender box:** Biodiversity Centre **Physical address:** Pretoria National Botanical Garden 2 Cussonia Avenue Brummeria Pretoria **Identification details:** Tender number: **SANBI: G591/2026** **Title of Tender:** **APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
C.2.15.2	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16.1	The tender offer validity period is **90 days**.
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (1) withdraws his tender. (2) gives notice of his inability to execute the contract in terms of his tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9 such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Tender Documents will **not be returned** to bidders

Clause number	Tender Data
C.2.23	The tenderer is required to submit with his tender following **(failure to provide below documentation will result in the tender being rejected)**: 1) A copy of the Central Suppliers Database (CSD) registration report. 2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za) 3) Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour. 4) In the case of a Joint Venture/Consortium the CSD report must be submitted for each member of the Joint Venture/Consortium. 5) The fully completed and signed compulsory site briefing certificate. 6) Fully completed and signed SBD forms. 7) A professional Construction Health & Safey Officer with a valid Professional Registration with **SACPCMP**. Candidate registrations will not be accepted. • A CV for proposed professional CHS Officer must be included with the registration. 8) A professional Contract or Project Manager with a valid Professional Registration as a Professional Construction Project Manager or Professional Construction Manager with SACPCMP, or as a Professional Engineer, Professional Engineering Technologist or Professional Engineering Technician with ECSA. Candidate registrations will not be accepted. • A CV for proposed professional CHS Officer must be included with the registration 9) Site Foreman/Refrigeration Mechanic must be certified with the following: • Certified valid Trade Test Certificate in Refrigeration or Air-Conditioning; • Certified proof of valid SARACCA/SAQCC Gas registration as a Refrigeration Mechanic; • Registration under Category B – Air-Conditioning and Refrigeration Practitioner/Artisan, authorised to work on commercial and industrial air-conditioning and refrigeration plants; • Certification to handle Refrigerant Groups A1 and A3 in accordance with SANS 10147; and • Authorisation to issue Certificates of Conformity for relevant refrigeration works. 10) Completion of **Appendix E** – Equipment Offered
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the tender closing time.
C.3.4.1	The tenders will not be opened in public
C.3.5.1	Follow procedure as described in clause C.2.13.7
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive tenders is stated in **Annexure A**.
C.3.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: a) the tenderer submits a copy of the CSD registration report (refer to T2.1.12); b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (refer to T2.1.11); c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and

Clause number	Tender Data
	persons in the employ of the state are permitted to submit tenders or participate in the contract (refer to T2.1.14); e) the tenderer is registered and in good standing with the compensation fund issued by the Department of Labour (Letter of good standing with COIDA); f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; g) A copy of the CSD report; h) Fully completed and signed SBD forms; i) The fully completed and signed compulsory site briefing certificate; j) A professional Construction Health & Safey Officer with a valid Professional Registration with **SACPCMP**. Candidate registrations will not be accepted. • A CV for proposed professional CHS Officer must be included with the registration. k) A professional Contract or Project Manager with a valid Professional Registration as a Professional Construction Project Manager or Professional Construction Manager with SACPCMP, or as a Professional Engineer, Professional Engineering Technologist or Professional Engineering Technician with ECSA. Candidate registrations will not be accepted. • A CV for proposed professional CHS Officer must be included with the registration l) Site Foreman/Refrigeration Mechanic must be certified with the following: • Certified valid Trade Test Certificate in Refrigeration or Air-Conditioning; • Certified proof of valid SARACCA/SAQCC Gas registration as a Refrigeration Mechanic; • Registration under Category B – Air-Conditioning and Refrigeration Practitioner/Artisan, authorised to work on commercial and industrial air-conditioning and refrigeration plants; • Certification to handle Refrigerant Groups A1 and A3 in accordance with SANS 10147; and • Authorisation to issue Certificates of Conformity for relevant refrigeration works. m) Completion of Appendix E – Equipment Offered

Annexure A

This annexure contains all the criteria that the Employer shall use to evaluate tenders. In accordance with clause C.3.11 of the Standard conditions of tender. No other factors, methods or criteria shall be used. The tenderer shall provide all the information requested in the forms included in Part T2.2 – Returnable schedules.

Tenders shall be evaluated in three stages as follows:

- Stage 1 – Evaluation of Eligibility and Administrative compliance
- Stage 2 – Evaluation of Functionality
- Stage 3 – Evaluation of Tender Price and Preference

1 Stage 1: Eligibility and Administrative compliance

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

The criteria as identified in Clauses C.2.23 and C.3.13 in the Tender Data will be used to determine the tender's eligibility.

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

2 Stage 2: Functionality

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

In this stage tenders will be evaluated on functionality according to the criteria listed below. Tenderers who fail to score a minimum of 70 points out of a possible 100 points on functionality criteria will not be eligible for further consideration.

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

FUNCTIONALITY CRITERIA		
ID	**CRITERIA**	**POINTS**
1	**Implementation method and project plan or programme** Bidders must submit a project-specific implementation methodology and project plan/programme demonstrating how the works will be planned, managed, executed, monitored and completed. Generic submissions that are not tailored to the project scope, site conditions and location of the works will be negatively scored. Only items related to the bullet points below will be considered. **(a) Project methodology** The methodology must, as a minimum, address the following: • The proposed method and approach for delivering the project, specific to the scope, location and nature of the works; • Relevant project life-cycle stages and applicable PMBOK knowledge areas; • A project team organogram identifying the personnel assigned to the project; and	**25**

- The approach to time management, quality management, communication and reporting.

Sub-Criteria	Points
No Methodology	0
Poor Methodology	3
Average Methodology	6
Good Methodology	12
Comprehensive (Exceptional) Methodology	15

(15)

(b) Weekly project plan/programme with milestones

The bidder must submit a practical and realistic weekly project programme that clearly demonstrates how the works will be executed and completed within the required timeframe.

The programme must:

- Indicate the sequence and logic of work execution;
- Identify key milestones and deliverables;
- Link resources to each activity;
- Include all major project activities, including procurement, mobilisation, installation, testing, commissioning and close-out; and
- Be realistic, achievable and aligned with the project scope and required completion period.

Sub-Criteria	Points
No Programme	0
Poor Programme	2
Average Programme	4
Above Average Programme	6
Good Programme	8
Comprehensive (Exceptional) Programme	10

(10)

2	**Contractor's experience** • The bidder must provide a list of at least five (5) similar, valid and verifiable projects completed within the last ten (10) years. Each project reference must include an appointment letter or purchase order, completion certificate, telephonic reference, commissioning report, and the applicable verifiable SARACCA/SAQCC Refrigeration Gas Certificate of Conformance signed by a registered SARACCA/SAQCC Refrigeration Mechanic. If any project is submitted without these five requirements it shall not be accepted as a reference.	**55**

	Sub-Criteria / **Points** No relevant similar and verifiable project — 0 One relevant similar and verifiable project — 5 Two relevant similar and verifiable projects — 10 Three relevant similar and verifiable projects — 15 Four relevant similar and verifiable projects — 20 Five relevant similar and verifiable projects — 25 Contractor's resources – Personnel Proposed personnel: • **Contracts/Project Manager** o CV must be submitted and must clearly indicate the following: ▪ Total number of years' experience in the construction industry on projects of a similar nature and scope; ▪ Relevant individual experience on similar work undertaken within the last ten (10) years; **Sub-Criteria** / **Points** CV experience of more than 5 years — 5 CV experience of between 5 and 9 years — 10 CV experience of 10 years and above — 15	(25) (15)
3	• **Site Foreman/Refrigeration Mechanic**: o CV must be submitted and must clearly indicate the following: ▪ Total number of years' experience in the construction industry on projects of a similar nature and scope; ▪ Relevant individual experience on similar work undertaken within the last ten (10) years; **Site Foreman/Refrigeration Mechanic** **Sub-Criteria** / **Points** CV experience of more than 5 years — 5 CV experience of between 5 and 9 years — 10 CV experience of more than 15 years — 15 **Notes:** Supporting documentation must be submitted to substantiate the claims made above. This includes relevant orders or appointment letters, verifiable SARACCA/SAQCC Refrigeration Gas Certificates of Conformance signed by the registered SARACCA/SAQCC Refrigeration Mechanic, completion certificates and project reference letters. Bidders must submit all required documents in order to be considered for the applicable points. • All submitted project documents, including appointment letters, completion certificates and reference letters, must be valid and verifiable.	(15)

<table>
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The commissioning report and SAQCC Refrigeration Gas Certificate of Conformance must be signed by the registered SARACCA/SAQCC Refrigeration Mechanic.
Submitted qualifications, professional registration certificates and CVs must be valid and verifiable. Original documents and certificates may be requested prior to appointment.
SANBI reserves the right to verify all information submitted, and the bidder shall be notified accordingly. Additional supporting documents may be requested and must be submitted within the stipulated timeframe.
SANBI may conduct site visits to verify submitted project references. The bidder must provide reasonable access and assistance to enable the verification process.
Appointment letters and reference letters must be issued on the employer's letterhead, dated and signed by the employer.

NOTE: Failure to submit the required documentation or to facilitate site visit verification, where requested, shall result in the bidder being disqualified from further evaluation.
</td><td></td></tr>
<tr><td>4</td><td>
Completion of Appendix E – Equipment Offered
Bidders are required to fully complete Appendix E – Equipment Offered and submit corresponding supplier/manufacturer datasheets for all equipment offered, as well as a cover letter from the supplier. The datasheets must clearly support, verify and correspond with the information provided in Appendix E. Failure to fully complete Appendix E, or failure to submit complete and corresponding datasheets, shall result in reduced scoring or zero points, as indicated below. Generic, incomplete or non-project-specific datasheets shall not be accepted as full compliance.
<table>
<tr><th>Sub-Criteria</th><th>Points</th></tr>
<tr><td>The Bidder has failed to complete Appendix E – Equipment Offered, or has only partially completed it, and has failed to submit complete, supporting and corresponding supplier/manufacturer datasheets.</td><td>0</td></tr>
<tr><td>The Bidder has fully completed Appendix E – Equipment Offered and submitted complete, project-specific supplier/manufacturer datasheets for all equipment offered, with the submitted datasheets fully corresponding to the information provided in Appendix E.</td><td>20</td></tr>
</table>
NOTE: Only information supported by valid, complete and corresponding supplier/manufacturer datasheets shall be considered for scoring. The Employer reserves the right to reject unsupported, generic, contradictory or unverifiable equipment information.
</td><td>20
(20)</td></tr>
<tr><td colspan="2">TOTAL</td><td>100</td></tr>
</table>

Summary of Functionality Criteria

Criteria No.	Description	Max Points
1	Implementation method and project plan/programme, including project-specific methodology, team organogram, PMBOK/project life-cycle approach, time and quality management, subcontractor approach, and weekly programme with milestones and resources.	25
2	Contractor's experience, based on submission of up to five similar, valid and verifiable completed projects within the last ten years, supported by appointment/PO, completion certificates, references, commissioning reports and SARACCA/SAQCC Refrigeration Gas COCs.	25

3	Contractor's resources – Personnel, covering the Contracts/Project Manager and Site Foreman/Refrigeration Mechanic, including IDs, CVs, qualifications, trade test certificates, professional registrations, SARACCA/SAQCC Gas registration and relevant experience.	30
4	Completion of Appendix E – Equipment Offered, including full completion of the equipment schedule and submission of complete, corresponding, project-specific supplier/manufacturer datasheets.	20
	Total	**100**

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

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

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

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

3 Stage 3: Tender Price and Preference

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

3.1 Correction of arithmetical errors

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

3.2 Calculation of score for Tender Price

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

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

Where:

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

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

- 90 where the Tender Price, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or
- 80 where the Tender Price, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.

P_t = Tender Price of the tender under consideration

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

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

3.3 Financial and Preference

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

NT = NF + NP

Where:

NT = Total score for tender under consideration

NF = Score for Tender Price

NP = Score for Preference

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

SANBI reserves the right, at its sole discretion to award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000) as per below objective criterion:

- **Not to appoint any service provider that has demonstrated unsatisfactory performance in any previous or current contract with SANBI or any other organ of state.**

- **SANBI reserves the right to obtain and consider additional information regarding a bidder's past performance, even if such information is not included in the bid's returnable documents.**

Annexure C
Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: *1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a

contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for specific goals and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
   (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	Cost effective

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer*'s* information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T: THE TENDER
Part T2: Returnable Documents

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

T2.1 List of Returnable Documents

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Resolution of Board of Directors (T2.1.01)	1 Page	■ Yes □ No
Resolution of Board of Directors to enter into consortia or JV's (T2.1.02) (If Applicable)	2 Pages	■ Yes □ No
Special Resolution of Consortia or JV's (T2.1.03) (If Applicable)	3 Pages	■ Yes □ No
Schedule of proposed sub-contractors (T2.1.04)	1 Page	■ Yes □ No
Capacity of Tenderer (T2.1.05)	3 Pages	■ Yes □ No
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (T2.1.06)	6 Pages	■ Yes □ No
Resources to be employed in terms of organization and staffing (T2.1.07)	2 Pages	■ Yes □ No
Estimated Monthly Expenditure (T2.1.08)	1 Page	■ Yes □ No
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.1.18)	1 Page	■ Yes □ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Number of pages issued	Returnable document
Bidders Disclosure (T2.1.10)	2 Pages	■ Yes □ No
Medical Certificate for the confirmation of permanent disabled status (T2.1.11)	1 Page	■ Yes □ No
Proof of registration with Construction Industry Development Board (T2.1.12)	1 Page	■ Yes □ No
Copy of CSD Registration Certificate (T2.1.14)	1 Page	■ Yes □ No
Financial Reference (T2.1.15)	1 Page	■ Yes □ No
Equipment Datasheets (T2.1.20)	1 Page	■ Yes □ No
Proof of Liability Insurance (T2.1.22)	1 Page	■ Yes □ No

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Record of Addenda to Tender Documents (T2.1.16)	1 Page	■ Yes □ No
Compulsory Enterprise Questionnaire (T2.1.17)	3 Pages	■ Yes □ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name	Number of pages issued	Returnable document
Applicable Form of Guarantee	3 Pages	■ Yes □ No
Fully Priced Bill of Quantities ***NOTE: Each BOQ page must be signed and witnessed. The SARACCA/SAQCC Gas Registered Refrigeration Mechanic's details must also be completed on Page 101 of 305 under the Preambles section. Non-compliance shall render the BOQ incomplete and may result in the bid being declared non-responsive.***	10 Pages	■ Yes □ No
Appendix E - Equipment Offered ***NOTE: The Bidder must fully complete Appendix E – Equipment Offered***	7 Pages	■ Yes □ No
HVAC Supplier Equipment Specifications ***NOTE: Only valid, complete and project-specific supplier/manufacturer datasheets corresponding with the information provided in Appendix E - Equipment Offered shall be scored. Unsupported, generic, contradictory or unverifiable equipment information will not be considered.***	__ Pages	■ Yes □ No

C1.1 Offer portion of Form of Offer and Acceptance
C1.2 Contract Data (Part 2)
C1.3 Form of Guarantee

RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules and subsequent placement in the correct **Technical** and **Financial** envelopes.

A FINANCIAL ENVELOPE (ORIGINAL TENDER DOCUMENT INCLUDING ALL PRICING & RETURNABLES)

The entire original tender document must be submitted in this envelope including the forms as listed below:

Reference No	Document Description	Tick if completed
Form C1.1	Form of Offer and Acceptance	
Form C1.2	Contract Data – Part 1	
Form C2.2	Priced Bill of Quantities	
Form T2.1.08	Estimated Monthly Expenditure	

B TECHNICAL ENVELOPE (ORIGINAL DOCUMENT + USB AND EXCLUDING PRICING)

Reference No	Document Description	Tick if completed
T2.1.01	Resolution of Board of Directors	
T2.1.02	Resolution of Board of Directors to enter into consortia or JV's (If Applicable)	
T2.1.03	Special Resolution of Consortia or JV's (If Applicable)	
T2.1.04	Schedule of proposed sub-contractors	
T2.1.05	Capacity of Tenderer	
T2.1.06	Preference points claim form in terms of the Preferential Procurement Regulations 2022	
T2.1.07	Resources to be employed in terms of organization and staffing	
T2.1.09	Site Inspection Certificate	
T2.1.10	Bidders Disclosure	
T2.1.11	Medical Certificate for the confirmation of permanent disabled status	
T2.1.12	Proof of registration with Construction Industry Development Board (T2.1.12)	
T2.1.14	CSD Registration Report	
T2.1.15	Financial Reference	
T2.1.16	Record of Addenda to Tender Documents	
T2.1.17	Compulsory Enterprise Questionnaire	
T2.1.18	Compensation of Occupational Injuries and Disease Act (COIDA)	
T2.1.22	Proof of Liability Insurance	

PART T: THE TENDER
Part T2: Returnable Documents

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

T2.2 Returnable documents/Schedules

T2.1.01: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....

.....
(*legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the South African National Biodiversity Institute in respect of the following project:

   .....

   .....
   (*project description as per Bid / Tender Document)*

   Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: .....

   in *his/her Capacity as: ..... *(Position in the Enterprise)*

   and who will sign as follows: .....

   be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

T2.1.02: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....

.....
(*Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at ..... (place)

On ..... (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   .....

   .....
   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

   to the South African National Biodiversity Institute in respect of the following project:

   .....

   .....
   (*Project description as per Bid /Tender Document)*

   Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: .....

   in *his/her Capacity as: ..... *(Position in the Enterprise)*

   and who will sign as follows: .....

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all Other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Joint Venture formation/arrangement will be in the following proportions:

Name of Contractor	Proportion (%)

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

   Physical address: .....

   .....

   ..... (code)

   Postal address: .....

   .....

   ..... (code)

   Telephone number: ..... (code)

   Fax number: ..... (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
3. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

T2.1.03: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. .....

.....

2. .....

.....

3. .....

.....

4. .....

.....

5. .....

.....

6. .....

.....

7. .....

.....

8. .....

.....

Held at ..... (place)

On ..... (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the South African National Biodiversity Institute in respect of the following project:

.....

.....
(*Project description as per Bid /Tender Document)*

Bid / Tender Number: ..... *(Bid / Tender Number as per Bid / Tender Document)*

*Mr/Mrs/Ms: .....

in *his/her Capacity as: ..... *(Position in the Enterprise)*

and who will sign as follows: .....

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: .....

C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Employer 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Employer for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Employer, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Employer referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address:.....

.....

..... (code)

Postal address: .....

.....

..... (code)

Telephone number: ..... (code)

Fax number: ..... (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium Joint Venture submitting this Bid.*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

T2.1.04: SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor**
1			
2			
3			
4			

Name of representative	**Signature**	**Capacity**	**Date**

Name of organisation:	

T2.1.05: CAPACITY OF TENDERER

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

1. WORK CAPACITY: *(The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled technicians employed		**Unskilled employees employed**	
Categories of technicians	**Number**	**Categories of employees**	**Number**

1.1. Provide full particulars of:

Machinery	**Equipment**	**Workshops**

2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

2.1. Current projects:

	Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

2.2. Previous projects:

	Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Name of Tenderer	**Signature**	**Date**

T2.1.06: PREFERENCE POINT SYSTEM

SBD 6.1

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

T2.1.07: RESOURCES TO BE EMPLOYED IN TERMS OF ORGANIZATION AND STAFFING

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
HEADQUARTERS Partner/Director Project manager Other key staff (give designation)		

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
SITE OFFICE Site Agent Site Engineer/Technician Construction supervisor (give designation) Other key staff (give designation)		

T2.1.08: ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for contingencies and Contract Price Adjustment must not be included ****OR*** the amount for contingencies must not be included.

MONTH	VALUE
1 2 3 4	R ..... R ..... R ..... R ..... COMPLETION OF CONTRACT
TOTAL	R .....

T2.2.09: Compulsory Site Inspection Meeting Certificate

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
BID No.:	**SANBI G591/2026**

This is to certify that I, _____representing

_____in the company of

_____ visited the site on: _____

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Principal Agent	Signature	Date

T2.1.10: Bidders Disclosure

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

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 interest[1] in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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.

T2.1.11: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

I, …… (*surname and name*), Identity number,

.....do hereby declare that I am a registered medical practitioner, with my

practice number being....., practicing at .....

.....(Physical and postal addresses) declare that I have examined Mr/Mrs

....., identity number of .....

and have found the said person to be permanently disabled

or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – As per Preferential Procurement Policy Framework Act: No 5 of 2000 (PPPFA)

The nature of the disability is as follows:

.....

.....

.....

Thus signed at .....on this .....day of..... of.....

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

.....
Signature

.....
Date

T2.1.12: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

T2.1.14: COPY OF CSD REGISTRATION REPORT

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

A copy of Central Suppliers Database (CSD) Registration Report must be included for evaluation purposes.

T2.1.15: FINANCIAL REFERENCES

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank in which it is declared how he conducts his account. The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition C3.8.

2. The tenderer's banking details as they appear below shall be completed.

3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Details of Company's Bank

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

T2.1.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

I / We confirm that the following communications received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Name of Tenderer	Signature	Date

I / We confirm that no communications were received from the South African National Biodiversity Institute before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

T2.1.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: PSIRA registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

(i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

(ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2004;

(iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

(iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and

(v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: ..... Date: .....

Name: ..... Position: .....

Enterprise name: .....

T2.1.18: COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

Letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA) must be included for evaluation purposes. The letter should be issued by the Department of Labour.

T2.1.22: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

The tender shall append their Proof of Liability Insurance behind this page.

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C1.1 Form of Offer and Acceptance

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for:

APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN – CONTRACT NO:SANBI G591/2026

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) ..... Rand;

R ..... (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Tenderer: .....

.....

(Insert name and address of organisation)

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

.....

[Failure of a Tenderer to complete and sign this form will invalidate the tender]

Acceptance

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

The terms of the Contract are contained in

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Employer: .....

.....

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

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

.....

Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

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

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

FOR THE TENDERER:

Signature(s) ....

Name(s) ....

Capacity ....

.....
[Name and address of organisation]

Name and signature of witness ..... Date .....

FOR THE EMPLOYER:

Signature(s) ....

Name(s) ....

Capacity ....

.....
[Name and address of organisation]

Name and signature of witness ..... Date .....

CONFIRMATION OF RECEIPT

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

The..... *[day]*

of ..... *[month]*

20.....*[year]*

at ..... *[place]*

For the Contractor: .....
Signature

.....
Name

.....
Capacity

Signature and name of witness: .....
Signature

.....
Name

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C1.2 Contract Data

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (July 2007 Edition 5.0 - Reprint 1)** published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

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

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

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

Section C1.2.1: Contract Data: Employer to Contractor (EC)

Employer Addendum Code 2101-EC

For information purposes only. To be signed on appointment.

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

TABLE OF CONTENTS

Section No.	Description
1.0	CONTRACTING AND OTHER PARTIES
2.0	CONTRACT AND SITE INFORMATION
3.0	INSURANCES AND SECURITIES
4.0	PRACTICAL COMPLETION DATES AND PENALTIES
5.0	DOCUMENTS AND GENERAL
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT
7.0	DECLARATION BY THE PRINCIPAL AGENT

CONTRACT DATA – EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 *[1.2]*	**Employer:**	South African National Biodiversity Institute		
	Postal Address:	Private Bag X101, Silverton, Gauteng	**Code:**	0184
	Physical Address:	Pretoria National Botanical Garden 2 Cussonia Avenue, Brummeria, Gauteng	**Code:**	0184
	Tel no.:	012 843 5000	**Fax no.:**	012 843 5205
	VAT no.			
	E-mail:			
1.2 *[5.1]*	**Principal Agent:**	Optimum Engineering Consultants (Pty) Ltd	**Person:**	Mr P. Manjonjo
	Postal Address:	2nd Floor, Tower B Northlands Cnr Shopping Centre North Riding, Gauteng	**Code:**	2169
	Tel no.:	081 500 1595	**Fax no.:**	
	E-mail:	info@optimumconsultants.co.za		
1.2 *[5.2]*	**Agent (1):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.3 *[5.2]*	**Agent (2):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.4 *[5.2]*	**Agent (3):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.5	**Agent (4):**		**Person:**	

[5.2]	**Agent's Service:**			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.6 *[5.2]*	**Agent (5):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.7 *[5.2]*	**Agent (6):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			
1.8 *[5.2]*	**Agent (7):**		**Person:**	
	Agent's Service:			
	Postal Address:		**Code:**	
	Tel no.:		**Fax no.:**	
	E-mail:			

1.9 *[5.5]* **Interest of principal agent or another agent in the project.** (Yes / No) **No**

Details where "yes": **N/A**

1.10 The **principal agent** named in 1.2 above is responsible for the preparation of the **contract data** schedule and must be contacted should the **contractor** be uncertain of the information provided or to be provided. Failure to complete the **contract data** schedule in full may result in the tender being disqualified.

2.0 CONTRACT AND SITE INFORMATION

2.1 *[1.7]* The **law** applicable to this **agreement**: (Country / State) **RSA**

2.2 *[1.1]* **Works** identification: **APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN - Contract No: SANBI G591/2026**

2.3 *[1.1]* Site description: **Kirstenbosch National Botanical Garden, Cape Town**

2.4 *[15.2.1]*	Possession of the **site** is to be given on:	(Date)	**Within 10 (ten) working days after receipt of documentary evidence that:** • **Insurances have been effected *[12.2];*** • **Security has been provided to the Employer *[14.1];*** • **Contractor's Lien has been signed;** • **Safety Plan has been approved by the Employer.**
2.5 *[15.3]*	Period for the commencement of the **works** after the contractor takes possession of the **site:**	(Working days)	**5 (Five)**
2.6 *[15.4], [28.0]*	Completion of the works in **sections** is required.	(Yes / No) **No**	(No. of sections) **N/A**
2.7 *[3.3], [31.16.2]*	Waiver of the **contractor's** lien or right of continuing possession is required.	(Yes / No)	**No**
2.8 *[16.1]*	Defined restrictions to the **site** area. Where "yes" the specific requirements are described below or detailed in the **contract documents**.	(Yes / No)	**Yes**
2.9 *[16.4]*	Geotechnical investigation of the **site** has been undertaken. Where "yes" the results are included in the **contract documents.**	(Yes / No)	**N/A**
2.10 *[16.6]*	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the **contract documents.**	(Yes / No)	**No**
2.11 *[16.7]*	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**	(Yes / No)	**Yes**
2.11.1	**Water**	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) **B**
2.11.2	**Electricity**	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) **B**
2.11.3	**Telecom**	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) **A**
2.11.4	**Ablutions**	Option A Contractor – his cost Option B Employer – free of charge Option C Contractor – metered (contractor cost)	(A, B or C) **A**
2.12 *[16.8]*	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the **contract documents.**	(Yes / No)	**No**

3.0 INSURANCE AND SECURITIES

3.1 *[10.1.1], [12.6]*	Contract works insurance to be effected by:	(Employer / Contractor)	**Contractor**
	For the sum of:	(Amount)	**Contract Sum Plus 20%**
	With a deductible of:	(Amount)	**R20 000**
3.2 *[10.1.2], [11.1-3], [12.6]*	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	**N/A**
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**
3.3 *[10.1.3], [12.6]*	Public liability insurance to be effected by:	(Employer / Contractor)	**Contractor**
	For the sum of:	(Amount)	**R5 000 000 per claim**
	With a deductible of:	(Amount)	**R20 000**
3.4 *[11.1.1]*	Support insurance to be effected by:	(Employer / Contractor)	**N/A**
	For the sum of:	(Amount)	**N/A**
	With a deductible of:	(Amount)	**N/A**
3.5 *[11.1.2-3], [12.1]*	Special insurance to be effected by:	(Employer / Contractor)	**N/A**
	Type:	**N/A**	
	For the sum of:	(Amount)	**N/A**

	With a deductible of:	(Amount)	**N/A**

4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		Date	Penalty Amount
4.1 *[24.3.1], [30.1-36]*	For the **works** as a whole: The date for **practical completion** and the **penalty** per **calendar day** is:	**4 (six) months after date of site handover (Excl. Builders Holiday)**	**R2 400-00 per calendar day (Excl. VAT)**

Or

4.2 *[24.3.1], [28.1]* For the **works** in **sections**: The date for **practical completion** and the **penalty** per **calendar day** is:

	Date	Penalty Amount
Section 1	**N/A**	**R**
Section 2	**N/A**	**R**
Section 3	**N/A**	**R**
Section 4	**N/A**	**R**

5.0 DOCUMENTS AND GENERAL

5.1 *[3.7]*	Electronic Construction document copies to be supplied to the **contractor**.	(No. of copies)	**1**		
5.2 *[3.9]*	The **priced document** may be used as a specification of **materials and goods** and work methods.	(Yes / No)	**Yes**		
5.3 *[3.10]*	The **contractor** shall provide a schedule of rates.	(Yes / No)	**No**	(Addendum No.)	**Refer to Bill of Quantities**
5.4 *[3.11]*	Changes made to **JBCC** standard documents.	(Yes / No)	**Yes**	(Addendum No.)	**Refer to Point 6 below**
5.5 *[15.1.1]*	On acceptance of the tender the **priced document** is to be submitted within the stated **working days.**	(No. of days)	**Priced document to be submitted with Tender**		
5.6 *[22.2]*	Work to be undertaken by **direct contractors.**	(Yes / No)	**No**	(Addendum No.)	**N/A**
5.7 *[24.9]*	On achievement of practical completion, the **contractor** is to hand over all certificates and manuals etc. related to the works.				

5.8 *[31.1]*	Interim **payment certificate** to be issued by:	(Date of Month)	**25th**

5.8 *[4.1]* The following items of works shall be designed by the Contractor:

(1)	Certificates of compliance	(2)	All guarantees
(3)		(4)	
(5)		(6)	

6.0 STATE PROVISIONS AND SUBSTITUTIONS

6.1 *Replace the following definitions with:*

"CONSTRUCTION PERIOD" means the period commencing on the date of acceptance of the bid as stated in [15.2.1] And ending on the date of **practical completion**

"**INTEREST"** means the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

6.2 *[3.6]* *Replace the last sentence with the following:*

The original signed set of contract documents shall be held by the **Employer**.

6.3 *[5.1]* *Replace the clause with the following:*

In terms of the clauses listed hereunder the **Employer** has retained its authority and has not given a mandate to the **Principal Agent**. The **Employer** shall sign all documents in relation to the following clauses:

20.1, 20.7, 26.2.1, 26.3.1, 29.1, 29.2, 29.4.1, 29.4.3, 29.7, 29.8, 32.1, 32.6.2, 32.15, 34.3

Copies of the signed documents shall be provided to the **Principal Agent**.

6.4 *[8.4]* *Replace the clause with the following:*

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 the **Contractor** may deem necessary.

6.6 *[9.3]* *Add the following clause:*

The **Employer's** rights to claim damages for the **Contractor's** omissions and actions will not be affected.

6.7 *[10.1]* *Replace the clause with the following:*

The **Contractor** shall effect contract works insurances and, where available, supplementary insurance in respect of civil commotion, riot and strike shall be effected for the **works** for the Contractor's all risk and, in addition, covering the **Contractor's** subcontractors. Such insured amounts shall include the full value of materials and goods supplied by the **Employer** to the

Contractor. Supplementary insurance shall not be effected where the **Employer** makes such an election as stated in [11.1.2 – 3]

6.8 *Add the following clause:*
[11.2]

The **Contractor** shall effect public liability insurance for not less than the amount and the deductible as stated in [10.1.3]. In addition the **Contractor** shall affect any relevant workmen's compensation or similar insurances as are required by **law**. The **Contractor** shall ensure that his sub-contractors effect their own similar insurances.

6.9 *Add the following clause:*
[11.3]

Should the **Employer** decide that the execution of the works could cause the weakening or interference with the support of the land adjacent to the **site**, the **Employer** shall state in [11.1.1] That the **Contractor** shall effect support insurance

6.12 *Replace the clause with the following:*
[12.3]

Where the **Contractor** fails to effect any of the required insurances or to keep them in force, the **Employer** may cancel this agreement in terms of clause [36.0]

6.14 *Replace the clause with the following:*
[14.1]

Security:

The securities to be provided by the **Contractor** are:
(1) Variable construction guarantee
(2) Fixed construction guarantee
(3) Advance payment guarantee

6.14 *Replace the clause with the following:*
[15.2.1]

Give the **Contractor** possession of site within ten (10) **working days** of the commencement of the **construction period** provided that the **Contractor** has complied with the terms of [15.1.1] and [15.1.2]

6.15 *Replace the clause with the following:*
[25.3]

Should the **Principal Agent** not issue a **works completion** list, in terms of [25.1] or [25.2.2], within seven (7) **calendar days** from the end of the inspection period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **works completion** list within seven (7) **calendar days** of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **works completion** list. Should the **Employer**:

6.16 *Replace the clause with the following:*
[25.3.1]

Not issue such **works completion** list within seven (7) **calendar days**, then the **certificate of works completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **works completion** shall be deemed to have been achieved on such date.

6.17 *Replace the clause with the following:*
[25.3.2]

Issue a **works completion** list and the work on the **works completion** list not have been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **works completion** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [25.2.2] until such items have been completed to the satisfaction of the **Employer**.

6.18 *Replace the clause with the following:*
[26.1]

The defects liability period for the works shall commence on the date of works completion and end after three hundred and sixty-five (365) **calendar days** for items stated in the **bills of quantities**.

6.19 *Replace the clause with the following:*
[26.4]

Should the **Principal Agent** not issue a **defects** list in terms of [26.2.2 or 26.3.2], within seven (7) **calendar days** from the end of the **defects** liability period, the **Contractor** shall notify the **Employer** and **Principal Agent**. Should the **Principal Agent** not issue such **defects** list within seven (7) **calendar days** of receipt of such notice, the **Employer** may within seven (7) **calendar days** issue to the **Contractor** a **defects** list. Should the **Employer**:

6.20 *Replace the clause with the following:*
[26.4.1]

Not issue such **defects** list within seven (7) **calendar days**, then the **certificate of final completion** shall be deemed to have been issued on the date of expiry of the initial notice period and **final completion** shall be deemed to have been achieved on such date.

6.21 *Replace the clause with the following:*
[26.4.2]

Issue a **defects** list and the work on the **defects** list has not been completed or where further **defects** have become apparent, the **Employer** shall forthwith identify such items on the updated **defects** list and notify the **Contractor**. The **Contractor** shall repeat the procedure in terms of [26.3.2] until such items have been completed to the satisfaction of the **Employer**

6.22 *Replace the clause with the following:*
[26.6]

A **certificate of final completion** issued in terms of [26.0] shall be *prima facie* evidence as to the sufficiency of the **works** and that the Contractor's obligations in terms of [2.0] and [15.0] have been fulfilled other than for **latent defects**.

6.23 *Replace the clause with the following:*
[27.1]

The **latent defects** liability period shall commence at the start of the **construction period** and end ten (10) years from the date of **final completion** where **final completion** in terms of [26.0] is achieved.

6.24 *Replace the clause with the following:*
[27.2]

Where cancellation of this **agreement** occurs before the achievement of **final completion** the **latent defects** liability period shall end ten (10) years from the date of cancellation.

6.27 *Replace the clause with the following:*
[31.4.2]

A reasonable estimate of the value of **materials and goods** in terms of [31.6] unless the **Employer** elects not to pay for such.

6.29 *Replace the clause with the following:*
[31.9]

The **Employer** shall pay the **Contractor** the amount certified within thirty (30) **calendar days** of the date for issue of the **payment certificate**. Payment shall be subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.

6.30 *Replace the last sentence with the following:*
[31.11.2]

The principle agent shall calculate such default 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).

6.31 *Replace the clause with the following:*
[31.12]

Where a **payment certificate** reflects an amount in favour of the **Employer**, the **Contractor** shall pay the amount certified within twenty-one (21) **calendar days** of the date of issue of the **payment certificate**. Where such an amount has not been paid, the **Contractor** shall be liable for default interest and the **Principal Agent** shall include such an amount in the **recovery statement** in terms of [33.0]. Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due. The **Principal Agent** shall calculate such 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).

6.32 *Replace the clause with the following:*
[34.1]

The **Contractor** shall cooperate with and assist the **Principal Agent** in the preparation of the **final account** by timeously providing all relevant documents on request. The **Principal Agent** shall issue the final account to the **Contractor** within one hundred and twenty (120) **working days**.

6.33 *Add the following clause:*
[34.2]

The **Principal Agent** shall allow the **Employer** twenty (20) **working days**, within the period provided in [34.1] to accept the **final account** before presentation to the **Contractor** in terms of [34.3]

6.34 *Add the following:*
[34.5]

The final payment certificate shall be issued by the **Employer**.

6.35 *Replace the clause with the following:*
[34.9]

The **Employer** shall concurrently with the issue of the final **payment certificate** issue a statement to the **Contractor** showing the total amount of **tax** certified.

6.36 The **Employer** shall pay to the **Contractor** the amount certified for payment in the final **payment**
[34.10] **certificate** within thirty (30) **calendar days** of the date of issue of the final **payment certificate** subject to the **Contractor** giving the **Employer** a **tax** invoice for the amount due.

6.37 *Replace the last sentence with:*
[34.12]

Such interest shall be calculated 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).

6.38 *Replace the clause with the following:*
[36.1]

The **Employer** may, without prejudice of any other rights available to him, cancel this **agreement** where the **Contractor:**

6.39 *Replace the clause with the following:*
[36.2]

Where the **Contractor** is in default, the **Employer** may notify the **Contractor**, either directly or through the **Principal Agent**, of his default and of the **Employer's** intention to cancel this **agreement** in terms of [36.1], should the default not be remedied.

6.40 *Replace the clause with the following:*
[37.2]

Where the **Employer** considers cancelling this **agreement** in terms of [37.1] the **Employer** shall notify the **Contractor** of the **Employer's** intention to cancel this **agreement**.

6.41 *Add the following clause:*
[39.2]

The **Employer** shall be entitled at any time to unilaterally terminate or cancel this **agreement** or any part thereof. Save for the following the **Contractor** shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this **agreement**. The **Employer** shall be obliged to pay the **Contractor** as damages and/or loss of profit the lesser of:

6.42 *Add the following clause:*
[39.2.1]

An amount not exceeding ten per cent (10%) of the **contract sum.**

6.43 *Add the following clause:*
[39.2.2]

Ten per cent (10%) of the value of incomplete work.

6.43 *Add the following clause:*
[39.2.3]

The **Contractor's** actual damage or loss as determined by the **Employer** after receipt of evidence substantiating any such damage or loss.

6.44 *Replace the clause with the following:*
[40.2.2]

Litigation where the **Employer** so elects. Institution of the action shall be commenced and process served with one (1) year from the date of existence of the dispute, failing which the dispute shall lapse.

7.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT

Changes made to the standard JBCC document are listed in section 6 above.

8.0 DECLARATION BY THE PRINCIPAL AGENT

I, the Principal Agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be forthwith informed thereof in writing,

……
Principal Agent

……
Date

Section C1.2.2: Contract Data: Contractor to Employer (CE)

Contractor Addendum Code 2101-CE

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. *[27.4.2]*

TABLE OF CONTENTS

Section No.	Description
1.0	CONTRACTING PARTY
2.0	SECURITIES
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS
5.0	THE TENDER

CONTRACT DATA – CONTRACTOR

1.0 CONTRACTING PARTY

1.1 *[1.2]* **Contractor:** _____

Postal Address: _____ **Code:** _____

_____

Physical Address: _____ **Code:** _____

E-mail: _____

Tel no.: _____ **Fax no.:** _____

VAT no.: _____

2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1 *[14.3]*	Variable Construction Guarantee	(Yes / No)	
2.1.2 *[14.4]*	Fixed Construction Guarantee and Payment Reduction	(Yes / No)	
2.1.3 *[14.5]*	Advanced Payment is required. Where "Yes"	Amount	**N/A**
2.1.4 *[14.5]*	An Advance Payment Guarantee to be provided	(Yes / No)	**No**

3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

3.1 **Payment of preliminaries**

The payment of preliminaries shall be according to the option selected by the **contractor**. The amount included in each monthly **payment certificate** in respect of preliminaries as stated in the **contract data** shall be:

3.1.1 **Option A**

Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding:

- The amount for preliminaries

- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax.**

3.1.2 **Option B**

Calculated from the priced items in the **bills of quantities / lump sum document**. The **contractor** and the **principal agent** shall agree on a division of the priced preliminaries items into:

- An initial or establishment charge
- A monthly charge
- A final or disestablishment charge

All inclusive of **tax.**

In arriving at such a division cognizance shall be taken of such factors as:

- Premiums for annually renewable insurance policies.
- Plant, scaffolding and the like remaining the property of the **contractor** or the hiring company and the capital costs thereof not treated as part of the initial charge.

Where the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised **construction period** and the amounts already paid to the **contractor.**

Should the **contractor** and the **principal agent** be unable to agree such division then the **principal agent** shall make a division of the amount of preliminaries to be incorporated in the valuations of each monthly **payment certificate.**

3.2 **Adjustment of preliminaries**

The amount of items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such ad adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries.

Adjustment of preliminaries in terms of Options A or B shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the options as selected in the **contractor's tender.**

For the adjustment of the preliminaries both the **contract sum** and the **contract value** shall exclude:

- The amount of preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax.**

3.2.1 **Option A**

The amount of preliminaries shall be adjusted in the following categories:

- An amount which shall not be varied.
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum.**
- An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement.**

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent.**

Should the **contractor** fail to provide such information within the period stipulated then the amount for preliminaries shall be deemed to be subdivided into the following proportions:

- 10% (ten percent) which amount shall not be varied.
- 15% (fifteen percent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum.**
- 75% (seventy-five percent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period.**

For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7,5% (seven and a half percent) of the contract sum excluding:

- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax.**

Where sectional completion is required in terms of the agreement, the contractor shall provide the **principal agent** with the division of the above categorised amounts into sections. Should the **contractor** fail to provide such information within the period stipulated the categorised amounts shall be prorated to the value of each section.

3.2.2 **Option B**

The **contractor** shall, within fifteen (15) **working days** of taking possession of the site, provide the **principal agent** with a detailed breakdown of the amount for preliminaries. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for preliminaries. The **contractor** shall show the periods to which the individual items related with the charge rate for such items by means of a **programme** all to the satisfaction of the **principal agent.**

Where sectional completion is required in terms of the **agreement,** the **contractor** shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the **contractor** fail to provide such information within the period stipulated, Option A shall apply.

3.2.3 **Payment certificate cash flow**

The **contractor** shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement.**

3.2.4	The **contract value** shall be adjusted according **CPAP** [3.1]	(Yes / No)	**No**
3.2.5	Payment of preliminaries [3.1.1-2]	(A or B)	
3.2.6	Adjustment of preliminaries [3.2.1-2]	(A or B)	

4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

4.1	Changes (if any) in terms of the Employer's Contract Data are accepted [3.11]. Where "no" an addendum referenced to this clause is to be attached.	(Yes / No)	**Yes. Refer to EC 6**

5.0 THE TENDER

5.1 This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.

5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.

5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.

5.4 The lowest or any tender will not necessarily be accepted.

5.5 This tender shall remain in full legal force for **one hundred and twenty (120) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honoured.

5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.

5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

5.8	**TENDER SUM COMPILATION**	**Amount**
5.8.1	Tenderer's work including **prime cost amounts**	R
5.8.2	**Employer allowances** stated by the **principal agent**	R
5.8.3	**SUB TOTAL**	R
5.8.4	*Add* **tax** on 5.8.3	R
5.8.5	**TOTAL TENDER SUM inclusive of tax**	R
5.8.6	Tender Sum in words	

Thus done and signed at ..... on .....

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

.....	.....
Name of Signatory	Capacity of Authorised Signatory
.....	.....
As witness	for and on behalf of the Tenderer who warrants authorisation hereto

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C1.3 Form of Construction Guarantee (Pro Forma)

C1.3.1 FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

To:
South African National Biodiversity Institute
Private Bag X101
Silveron
0184

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (Edition 6.2 of May 2018)

1. With reference to the contract between .....(hereinafter Referred to as the "Contractor") and the South African National Biodiversity Institute (hereinafter referred to as the "Employer"), Contract/Tender No: **SANBI G591/2026 APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN** (hereinafter referred to as the "contract") in the amount of

   R ……..(insert amount), ……

   .....(insert amount in words), (hereinafter referred to as the contract sum),

   I / We, ...

   in my/our Capacity as ..... and hereby

   representing .....

   (hereinafter referred to as the "**Guarantor**") advise that the **Guarantor** holds at the **Employer's** disposal the sum of R....., (insert amount in figures)

   .....(insert amount in words) being 5% of the contract sum (excluding VAT), for the due fulfillment of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to the **Employer** the amount guaranteed, on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.

4. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last final **payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
5. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the aforegoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.
6. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **Employer**, whereupon the Guarantor's liability seizes.

7. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 4 above, or
   (b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

Signed at ..... on this ..... day of ..... 20.....

AS WITNESS

1. .....

2. .....

.....
By and on behalf of

.....

.....

(insert the name and physical address of the Guarantor)

Name: .....

Capacity: .....
(Duly authorised thereto by resolution attached marked Annexure A)

Date: .....

A. No alterations and/or additions of the wording of this form will be accepted.
B. The physical address of the Guarantor must be clearly indicated and will be regarded as the Guarantor's *domicilium citandi et executandi,* for all purposes arising from this guarantee.
C. This GUARANTEE must be returned to: .....
.....

C1.3.2: VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 5.0 of July 2007)

To:

South African National Biodiversity Institute
Private Bag X101
Silverton
0184

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (Edition 6.2 of May 2018)

5. With reference to the contract between ..... (hereinafter referred to as the "**Contractor**") and the **South African National Biodiversity Institute** (hereinafter referred to as the "**Employer**"), **Contract/Tender No: SANBI G591/2026 APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN** (hereinafter referred to as the "contract") in the amount of (hereinafter referred to as the "contract") in the amount of

R ……..(insert amount), ……

.....(insert amount in words),
(hereinafter referred to as the contract sum),
I / We, ...

in my/our Capacity as ..... and hereby

representing .....

(hereinafter referred to as the "**Guarantor**") advise that the **Guarantor** holds at the **Employer's** disposal the sum of R....., (insert amount in figures)

.....(insert amount in words)
being 10% of the contract sum (excluding VAT), for the due fulfillment of the contract.

1. I / We advise that the **Guarantor's** liability in terms of this guarantee shall be as follows:

   (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **Guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

   (b) The **Guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

   (c) The **Guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

   (d) This guarantee shall expire on the date of the last **final payment certificate**.

   (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

2. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae punia; non causa debiti; excussionis et divisionis;* and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be

conversant, and undertake to y the **Employer** the amount guaranteed on receipt of a written demand from the **Employer** to do so, stating that the **Employer** has a right of recovery against the **Contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **Employer** at any stage prior to the expiry of this guarantee.

5. The amount id by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon the issue of the last **final payment certificate**, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.

6. The **Employer** shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **Contractor's** obligation shall not affect the validity of this guarantee.

7. The **Guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **Employer**, whereupon the **Guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

   (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
   (b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **Guarantor's** liability to anything more than the payment of the amount guaranteed.

Signed at ..... on this ..... day of ..... 20.....

AS WITNESS

1. .....

2. .....

.....
By and on behalf of

.....

.....

(insert the name and physical address of the Guarantor)

Name: .....

Capacity: .....

(Duly authorised thereto by resolution attached marked Annexure A)

Date: .....

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the Guarantor must be clearly indicated and will be regarded as the Guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: .....

.....

PART C: THE CONTRACT
Part C1: Agreement and Contract Data

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C1.4 Occupational Health and Safety Agreement 37(2)

AGREEMENT MADE AND ENTERED INTO BETWEEN THE

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE (SANBI)

(Hereinafter called the **"EMPLOYER"**)

.....

(Contractor / Mandatary / Company / CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT NO. 85 OF 1993 AS AMENDED

I, ..., representing

....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I / we are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

Or Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-contractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... this ..... day of..... 20.....

....
WITNESS MANDATARY

Signed at ..... this ..... day of..... 20.....

....

WITNESS FOR AND ON BEHALF OF THE EMPLOYER

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C: THE CONTRACT
Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

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PART C: THE CONTRACT

Part C2: Pricing Instruction and Bill of Quantities

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C2.1 Pricing Instructions

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

2. PRICING INFORMATION

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

2. The schedules of quantities form part of and shall be read in conjunction with the specification, which contains full description of the work required to be performed and the materials and equipment to be supplied and used in the execution of the works. Tenderers shall refer to the specification for the full meaning and description of 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 tender form, after correction for arithmetic extension errors, etc. shall be the contract price as awarded to the successful tenderer. Tenderers are

5. requested to check multiplication and addition of the schedules of quantities. The rate submitted shall be regarded as the price offered per item.

6. 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.

7. 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.

8. The responsibility of the accuracy of the quantities included in the schedules, remains with the person who prepared the schedules. The tenderer is relieved from the responsibility of the measurement of quantities at tender stage and the tender amounts shall be for the quantities as listed in the schedules. It is however expected from the tenderer to include for minor construction items such as would be required for the complete execution of works in accordance with the specification.

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

10. 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.

11. 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.

12. 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.

13. 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 tenderer should have been brought into account unless so detailed in the accompanying letter.

14. 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.
15. 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.

3. SPECIFIC PRICING INSTRUCTIONS

The pricing for Items 3.1.1 and 3.1.2 shall be treated as a Credit for Removal of Valuable Materials and Equipment. These items consist of serviceable, brand-new or unused, and fully functional equipment that retains residual value and is therefore not to be costed as a positive charge to the Employer. In accordance with construction contract norms and fair valuation practices, the Contractor is required to submit a negative (credit) amount for these items, recognising the recoverable value of the equipment removed from site.

Such equipment, although no longer required for this project, may be repurposed, reused, or installed elsewhere by the Contractor, and is therefore deemed to have a tangible salvage value. Positive pricing for these items is strictly prohibited, as the Contractor may not claim costs for taking possession of valuable, reusable materials. The credit provided shall reflect a fair and reasonable offset for the Contractor's retention and reuse of the equipment. Contractors will be offered an opportunity to inspect the materials at the site briefing.

PART C: THE CONTRACT
Part C2: Pricing Data and Bill of Quantities

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
CONTRACT NO:	**SANBI G591/2026**

C2.2 Bill of Quantities

Tender No: G591/2026

REQUEST FOR BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN

SCHEDULE OF QUANTITIES

NB **TENDERES MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK**

BILL PREAMBLES FOR HEATING, VENTILATION AND AIR-CONDITIONING INSTALLATIONS

1. PREAMBLES

The Bill of Quantities should be considered in conjunction with the drawings and specifications.
Quantities listed in the Bill are approximate and subject to on-site measurement after installation completion. Any necessary adjustments will be made based on the unit rates specified in the bill.
In case of discrepancies between the drawings, specifications, and Bill of Quantities, the Engineer has the authority to decide whether on-site remeasurement or re-measurement solely from the working drawings is necessary for the executed work.
It is the responsibility of the contractor to verify lengths and quantities on-site before ordering materials to avoid excess, as excess lengths or quantities will not be compensated after service completion. Any unclear specifications should be clarified with the Engineer prior to commencing work. Any misinterpretation leading to alterations or additional costs is the contractor's responsibility.
If alternative prices for equipment and items from different manufacturers are provided, the lowest alternative price meeting the specification must be quoted. Other alternative prices must be provided separately.
Unit rates in the Bill of Quantities should encompass all necessary materials, labour, transport, testing, and commissioning as per the specification. All equipment, components, and materials must be new, unused, of the highest quality, and comply with relevant standards. Preference should be given to equipment manufactured or assembled in South Africa.
No alterations are allowed in the Bill of Quantities. Any such alterations will not be recognized, and only the original wording will be considered.
The Engineer has the authority to adjust individual prices and rectify discrepancies in the completed Bill of Quantities to maintain the total tender price.
Certain materials associated with building or electrical installations, such as conduit accessories and wiring accessories, are not subject to remeasurement and should be included in the tender.
Workshop drawings for all installations shall be submitted to the Engineer in Electronic Editable Format and PDF prior to commencement of installations. The workshop drawings hall be reviewed and approved only by the Engineer
The Bill of Quantities is not intended for ordering purposes. The contractor must verify lengths and quantities on-site before ordering any materials, and allowances for off-cuts should be included in the unit rates.

Rates exclude VAT, and the total sum is carried over to the final summary.
The contractor is responsible for asset tagging, labelling, and installing all required equipment and signage, and costs for these tasks are included in the unit rates.
Provisional Sums will be allocated to the Competent Nominated Sub-Contractor with the lowest bid among three quotations for the specified works, subject to approval by the Engineer and Client.
Contingencies may be utilized at the Engineer's discretion with written approval from the Client for unforeseen works necessary to ensure system functionality.

2. SCOPE OF WORKS

The Contractor shall provide all labour, materials, equipment, testing, commissioning, and certification for the complete installation of:
- ZEAS - LREQ20BY1 condensing unit
- AHU with DX coil and electric heater bank
- Refrigeration pipework (liquid/suction)
- Refrigeration accessories (driers, solenoid, EEV, sight glass)
- Electrical power distribution
- Control wiring and communication system
- Structural supports and mounting frames
- Testing, commissioning, refrigerant charging
- Handover documentation, as-built drawings and training
- Additional works include VRV and freezer room repairs, door repairs, plumbing installations, hydroboil replacement, monitoring system installation and making good building works.

3. CONTRACTOR'S OBLIGATIONS

The Contractor shall:

3.1 Technical Compliance

- Follow installation manuals for ZEAS - LREQ20BY1 systems.
- Install AHU in accordance with manufacturer specifications.
- Ensure refrigerant piping conforms to SANS/ASME/EN standards.
- Conduct nitrogen brazing and deep vacuum to ≤500 microns.

BILL PREAMBLES FOR HEATING, VENTILATION AND AIR-CONDITIONING INSTALLATIONS

3.2 Quality Assurance
- Provide inspection test plans (ITPs).
- Submit all datasheets, method statements, and risk assessments.

3.3 Programme & Coordination
- Submit a construction programme (Gantt format).
- Coordinate with electrical, structural, and architectural works.

4. THE WORKS
The Works include:
4.1 Mechanical Equipment
- Installation of AHU, cooling coil, heaters, fan, filters, drainage.
- Installation of ZEAS condensing unit.

4.2 Refrigeration System
- Copper piping, insulation, valves, driers, oil traps, EEV.
- Leak testing, evacuation, refrigerant charging.

4.3 Electrical Works
- Power distribution breakers and isolators.
- Cabling, earthing, conduit supply.
- Control wiring (P1/P2, sensors, solenoid, DP switch).

4.4 Commissioning
- Functional performance testing.
- Airflow measurement, superheat/subcooling tuning.
- Electrical verification.

5. EMPLOYER'S REQUIREMENTS
The following performance conditions shall be met:
- AHU airflow: 303 L/s
- Cooling capacity: ≥20.89 kW delivered
- Off-coil temperature: –10.4°C
- Condensing system to operate within manufacturer's limits
- Electrical compliance with SANS 10142-1

6. CONTRACT COMPLETION DOCUMENTS
The Contractor must issue:
- As-built drawings (DWG/PDF)
- Commissioning certificates
- Refrigerant charge sheet
- Refrigeration COC
- Electrical COC
- O&M manuals
- Training certificate

7. BILL OF QUANTITIES
Refer to unpriced BOQ

8. PAYMENT TERMS
- Payment based on completed activities and measured quantities and not on any pre-payments or advance payment.
- Retention applicable — typically 5%.
- Final payment upon completion & handover documentation.

BILL PREAMBLES FOR HEATING, VENTILATION AND AIR-CONDITIONING INSTALLATIONS

9. WARRANTY

The Contractor shall provide:
- 12-month warranty on workmanship
- 24-month Manufacturer warranty for all equipment

10. PERSONNEL REQUIRED

The Contractor shall appoint at least one suitably qualified Refrigeration Mechanic to serve as the Site Foreman. The individual must hold a valid SAQCC Gas (SARACCA) registration under Category B, be authorised to work on commercial and industrial refrigeration systems, and be certified for Refrigerant Groups A1 and A3 in accordance with SANS 10147. The person must also be authorised to issue Certificates of Conformity (COCs) and possess a recognised Trade Test qualification. Verification of registration, category, and employer association shall be confirmed through the SAQCC Gas online registry.

SAQCC Gas (SARACCA) Refrigeration Gas Practitioner Category	Category: B Registration Title on Card: Air-Conditioning and Refrigeration Practitioner/Artisan Industry: Commercial and Industrial Systems Air-Conditioning and Refrigeration Plants Refrigerant Group (as per SANS 10147): A1 and A3 Authorised to Issue COC: Yes Trade test Qualification: Required SAQCC-Gas/SARACCA Registration Card Required: Yes
Contractor's Name:	:_____
Contractor's SARACCA / SAQCC Gas Registration Number.	:_____
Name of Registered Person at SARACCA / SAQCC Gas	:_____
Practitioner's SARACCA / SAQCC Gas Registration Number.	:_____

Item No.	Reference	Description	Unit	Quantity	Rate (R.)	Amount (R.)
1		PRELIMINARIES AND GENERAL				
1.1		General Preliminaries				
1.1.1		Fixed Cost Items (SABS 1500 sa 8.3)	Sum	-	-	
1.1.2		Contract Requirements	Sum	-	-	
1.1.3		Site Establishment	Sum	-	-	
1.1.4		Office & Stores	Sum	-	-	
1.1.5		Workshop	Sum	-	-	
1.1.6		Ablutions & Latrines	Sum	-	-	
1.1.7		Water, Electricity and Telephone connections	Sum	-	-	
1.1.8		Removal of Contractor's site facilities upon completion	Sum	-	-	
1.1.9		Variables with Contract Period (SABS 1500 SA 8.4)	Sum	-	-	
1.1.10		Contractual Requirements	Sum	-	-	
1.1.11		Operate and maintain facilities on site as per site establishment items	Sum	-	-	
1.1.12		Company Head Office overhead costs	Sum	-	-	
1.1.13		Construction Supervision	Sum	-	-	
1.1.14		Labour	Sum	-	-	
1.1.15		Allow for joint programming of all aspects of the work with the Consultant and Client Technical Department Personnel. No claims for delays or associated P&G costs will be entertained	Sum	-	-	
1.2		Compliance				
1.2.1		Quality & Scope of Work	Item	-	-	
1.2.2		Compliance with Regulations and Standards	Item	-	-	
1.2.3		Compliance with OHS Regulations (latest version)	Item	-	-	
1.2.4		Clearing of rubble	Item	-	-	
1.2.5		Supports	Item	-	-	
1.2.6		Scaffolding	Item	-	-	
1.2.7		Hoisting Equipment (up to 5000kg)				
1.2.8		Protection against corrosion	Item	-	-	
1.2.9		Protection of Equipment against damage during construction	Item	-	-	
1.2.10		Programming and phasing of work on a live site	Item	-	-	
1.2.11		Transport and delivery	Item	-	-	
1.2.12		Rigging and crane hire	Item	-	-	
1.2.13		Guarantee of Equipment as per specification	Months	12		
1.2.14		Maintenance of Equipment as per specification	Years	1		
1.2.15		Training of end user as specified	Item	-	-	
					Total Carried Forward	

Item No.	Reference	Description	Unit	Quantity	Rate (R.)	Amount (R.)
					Total Brought Forward	
1.2.16		Provision of spare parts and all related accessories	Item	-	-	
1.2.17		Builders work as required	Prov Sum	-	-	
1.2.18		Electrical work as required	Item	-	-	
1.2.19		Workshop Drawings	Item	-	-	
1.2.20		Testing, balancing and commissioning	Item	-	-	
1.2.21		Documentation	Item	-	-	
1.2.22		Equipment Instructions laminated, bound together and inserted in holder inside outer panel door.	Item	-	-	
1.2.23		O & M manuals including as built drawings in hard copy and on CD	Sets	3		
1.2.24		2 Year Service during guarantee period	Item	-		
1.3		**Labour Rates (Provisional Rates per Hour ONLY)**				
1.3.1		Qualified and Registered Electrical Artisan for 3 Phase Installations of up to 380V	Hr	-		
1.3.2		Assistant Electrical Artisan	Hr	-		-
1.3.3		General unskilled Labour	Hr	-		-
					Total for Preliminaries and Generals to Summary	

Item No	Ref	Description	Unit	Quantity	Rate (R.)	Amount (R.)
2		**DRY ROOM** **AIR SUPPLY SYSTEM COMPRISING OF CONDENSER UNIT CONNECTED TO AIR HANDLING DX UNIT AND TIED INTO DUCTING** **Condenser Unit** Supply, Hoisting, Installation, Testing and Commissioning of air cooled condensing unit, comprising of multiple scroll compressors all inverter driven. Expected eternal operating Temp. 39°C/-10°C. Cooling and Heating capacity of Condenser Units should be no more than 90% of the AHU requirements. Full charge of refrigerant gas(R410a) Lubricating oil and all mounting accessories and insulated refrigeration piping connected to AHU with wire cable/pipe tray as per the specifications. **Air Handling Unit** The Contractor shall supply, install, test, and commission a factory-assembled, double-skin DX Air Handling Unit designed to operate at on-coil summer and winter return-air conditions of 25.5°C and 18°C, and off-coil leaving-air temperatures of –10.4°C and –10°C respectively, in order to deliver an indoor supply-air temperature within the range of 12–15°C at a maximum relative humidity of 15%. The AHU shall be suitable for outdoor operation under ambient summer and winter temperatures of 34°C and 10°C. The unit shall incorporate DX evaporator coils constructed from copper tubes with aluminium fins, washable bag-type pre-filters, and secondary HEPA filters. It shall include environmental monitoring instruments such as a CO_2 sensor on the return-air side, a hygrometer for continuous humidity measurement, and temperature gauges for supply and return-air monitoring. The control system shall consist of a WIFI-enabled Carel, or similar approved, microprocessor controller, electronic expansion-valve control, an IP-enabled control panel for remote connectivity, and all necessary wiring to externally mounted terminal boxes. A full-length stainless-steel condensate drip tray shall be provided beneath the coil, and the AHU shall be securely mounted on a 218 mm high plinth with appropriate support brackets and steel rods, all installed in accordance with recognised industry best practices and manufacturer recommendations. The condensing units shall be suitable to work on heating/cooling mode. The condensing units shall be suitable for operation on 400 ±10% volts, 50Hz, 3 phase AC power supply **Ducting** Supply, Installation, Testing of factory fabricated circular/rectangular ductwork complete with fire retardant gaskets, slip on flanges, wire rope suspension arrangement, perforated 'C' channel supports etc. in accordance with the approved shop drawings and specifications.				
2.1		**AHU and Matching Condenser Set**				
2.1.1		**Condenser Unit** Supply, delivery, installation, testing, and commissioning of a ZEAS LREQ-BY1 (or similar approved), condensing unit for commercial refrigeration applications. Unit incorporates DC inverter scroll technology, VRV-based control, and operates from –45°C to +10°C evaporating temperature. Suitable for medium–large cold rooms and low-temperature applications. The system runs on R-410A, is factory tested, pre-programmed, compact in size, and designed for low sound operation with optional night-mode. Includes interface for booster/expansion connectivity. • Refrigerant: R-410A • Nominal Sound Pressure: 63 dBA • Power Supply: 380–415V / 3Ph / 50Hz • LT Power Input: 14.1 kW • MT Power Input: 17.0 kW Included Accessories & Refrigeration Components: • BRR9A1V1 communication interface (1 No.), or similar approved • Total refrigerant charge additions: 6.4 kg (incl. piping and evaporator allowances) • Refrigerant Piping: – Ø12.7mm ½" (5.0 m) hard drawn straight copper pipe, insulated 32 mm – Ø34.93mm (1⅜") hard drawn straight copper pipe, insulated 32 mm • All required fittings, insulation, testing materials, and commissioning consumables.	Set	1.00		
					Total Carried Forward	

Item No	Ref	Description	Unit	Quantity	Rate (R.)	Amount (R.)
					Total Brought Forward	
2.1.2		**Air Handling Unit** Supply, deliver, install, test, and commission a double-skin plenum-type AHU, 50 mm insulated panels (0.5 mm external/internal casing), configured in 2 modules and complete with mixing box and dampers. Unit includes secondary filters and HEPA filters, full DX cooling coil, and 9 kW electric heater bank. Supply air fan is 1 × K3G310P plug fan, duty 303 L/s at 250 Pa ESP, motor 3.05 kW. Return air fan not included unless specified. Cooling coil duty 20.89 kW, DX type, airflow 303 L/s, face velocity 2.16 m/s, 8-row, 8-FPI copper tube/aluminium fin construction with stainless steel frame. Coil on-coil conditions 25.5/18°C, off-coil –10.4/–10°C. Heat recovery section includes plate heat exchanger, supply airflow 303 L/s, exhaust 121 L/s, face velocity 6.07 m/s, recovery 6 kW (S/W). Electric heater bank rated 9 kW, 3-stage. Filters include washable bag pre-filters, secondary, and HEPA H13. AHU includes full control wiring, EEV, WIFI-enabled Carel controller, or similar approved, sensors, terminal box connections, stainless steel drip tray, and all mounting hardware. All components supplied and installed to meet performance and specification requirements.	No	1.00		
2.1.3		**Ducting** Insulated flanged circular tie in ducting (to existing duct)	m²	69.00		
2.1.4		**Controller** LAN/WIFI Linked Fixed Mounted Controller with remote IP Based Access	No	1.00		
2.1.5		**Piping and Piping Accessories** AC/Armaflex Insulated Straight Hard Drawn Refrigeration Copper Pipes and Pipe Accessories				
2.1.5.1		Ø12.7mm insulated with 32mm AC/Armaflex Insulation	m	15.00		
2.1.5.2		Ø34.93mm insulated with 32mm AC/Armaflex Insulation	m	15.00		
2.1.5.3		AHU-Condenser Kit	No	1.00		
2.1.5.4		R410a Refrigeration Gas Top up	kg	10.00		
2.1.5.5		150mm Wide 0.5mm Thick Sheet Metal Galvanised Steel Pipe Tray	m	20.00		
2.1.5.6		Suction Line drier assembly required at inlet of condensing unit (Henry SRC-4811 shell and S-848-CM core), or similar approved	Sum	1.00		
2.1.5.7		Liquid line drier at condenser outlet (Danfoss DML083/DML083S: (100% molecular sieve) (Drier to match liquid line size), or similar approved	Sum	1.00		
2.1.5.8		Shut off valves to be installed on evaporator side of both driers.	Sum	1.00		
2.1.5.9		Liquid line refnets to be installed flat, suction line refnets to be installed at a 45-degree angle (leg connecting to the cabinet)	Sum	10.00		
2.1.5.10		Both liquid and suction lines to be insulated (Minimum recommended sizes: Suction 32mm wall, Liquid 32mm wall)	Sum	1.00		
2.1.5.11		Install liquid line sight glass before metering device on furthest cabinet.	Sum	1.00		
2.1.5.12		Liquid line solenoid required before each metering device.	Sum	1.00		
2.1.5.13		Allow for slope (towards condensing unit) in main suction line piping to aid oil return to condensing unit.	Sum	1.00		
2.1.5.14		Oil trap required at 5m intervals in vertical pipe if condenser above evaporators.	Sum	1.00		
2.1.5.15		Install shutoff valves at each cabinet/evaporator, this is up to the client/contractor.	Sum	1.00		
					Total Carried Forward	

Item No	Ref	Description	Unit	Quantity	Rate (R.)	Amount (R.)
					Total Brought Forward	
2.2		**Electrical Power Connection** Electrical power supply to AHUs and Condenser units will be provided within 50 metres of the positions of HVAC equipment and will be via the appropriate isolators for the AHU and Condensers separately and in general with appropriate ad hoc isolators for specific equipment (by others). Powe Supply will include Wring, Circuit Breakers and Isolators from Designated DB (by Client). Electrical control panels and distribution boards including over/under voltage protection systems (OUVPS) shall be constructed and wiring carried out in accordance with the recommended specifications from the Original Equipment Manufacturer and electrical specifications which form part of this documentation. All control panels and distribution boards shall be pre-wired and tested prior to delivery to site. Switchboards shall be wired in such a way as to provide safe sequenced and automatic start up and operation of the systems. All necessary interlock and time delay relays etc. are to be allowed in the price.				
2.2.1		Power Supply Cabling, Circuit Breakers and Isolators	Sum	1.00		
2.2.2		Control Panel DB including OUVPS for Condenser Unit Sets	No	1.00		
2.4		**Hoisting, Rigging, Setting and Installation**				
2.4.1		Include Pricing for a suitable Boom Crane for offloading, hoisting, rigging and setting of the AHU and Condenser into the position required.	Sum	1.00		
2.5		**Removal and Safe Disposal of Previously Installed Units**				
2.5.1		Complete removal of the previously installed AHU	Sum	1.00		
2.5.2		Complete pump down of refrigerant, removal of the previously installed Condenser	Sum	1.00		
2.5.3		Complete removal of the previously De-Humidifier	Sum	1.00		
2.6		**Testing, As-Built Drawings, Training and COCs**				
2.6.1		Provision for As-Build Drawings (in editable electronic and paper format) of Entire Building Ducting Network up to each Diffuser, complete with label of Existing Ducting, diffusers etc...	Set	3.00		
2.6.2		Provision for Electrical Power to Mechanical Equipment COC	Sum	1.00		
2.6.3		Provision Refrigeration Equipment Installation COCs	Sum	1.00		
2.6.4		Provision for Training of User Client	Persons	5.00		
2.6.5		Provision Supply of Manuals	Sets	3.00		
					Total for Dry Room	

Item No	Ref	Description	Unit	Quantity	Rate	Amount
3		**ADDITIONAL WORKS**				
		Credit for Removal of Valuable Materials and Equipment				
3.1		*Note: Items 3.1.1 and 3.1.2 shall be priced as a Credit for Removal of Valuable Materials and Equipment. These components are unused, functional, and retain recoverable value; therefore, they may not be priced as a positive cost to the Employer. The Contractor must provide a negative (credit) amount, reflecting the value of equipment they will remove and retain for reuse elsewhere. Positive pricing is not permitted, as the Contractor cannot charge for taking possession of valuable, reusable materials.*				
3.1.1		New and Operational Milntors 100 De-Humidifier	No	1.00		
3.1.2		Samsung DVM 35.2kW Eco Condenser	No	1.00		
3.2		**Repair of VRV Air-Conditioning Unit**				
3.2.1		Assess, trace and repair possible refrigeration leak in the refrigeration pipe network	Sum	1.00		
3.2.2		Regas entire refrigeration system (R410a Refrigeration Gas)	kg	15.00		
3.2.3		Perform any other repair works not listed	Prov Sum	1.00		
3.3		**Repair Freezer Room**				
3.3.1		Assess, trace and repair possible refrigeration leak in the refrigeration pipe network	Sum	1.00		
3.3.2		Regas entire refrigeration system	kg	15.00		
3.3.3		Repair Door Rubber strip and install heater tape on Door Rubber to ensure no freezing of Door Rubber	Sum	1.00		
3.3.4		Repair Control Panel including installation of digital thermometer.	Sum	1.00		
3.3.5		Installation of LNA/WIFI Enabled monitoring system for the Freezer Room to Monitor Temperature and Communicate information to user	Sum	1.00		
3.3.6		Perform any other repair works not listed	Prov Sum	1.00		
3.4		**Repair of Aluminium Sliding Doors**				
3.4.1		Repair of manually operated hung Sliding Internal Aluminium Double Doors	Sum	2.00		
3.4.2		Repair of manually operated hung Sliding External Aluminium Double Door	Sum	1.00		
3.5		**Perform Plumbing Installations and Repairs**				
3.5.1		Installation of Laboratory Tap Provided by the End user (accessories to be provided by contractor)	Sum	1.00		
3.5.2		Replace 10L Hydro boil including pressure reducing valve and strainer	Sum	1.00		
3.6		**Making Good Building Works**				
3.6.1		Making good any building works	Sum	1.00		
					Total Additional Works	

Item No.	Description	Amount (R.)
	Summary	
1	PRELIMINARIES AND GENERAL	
2	DRY ROOM	
3	ADDITIONAL WORKS	
	Sub-Total 1	
	5% Contingencies	
	Sub-Total 2	
	15% VAT	
	Total Carried to Form of Offer	

TENDER NO: G591/2026

SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE
APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN

CALCULATION OF TENDER SUM

TOTAL OF SCHEDULE OF QUANTITIES	R	.....
SUBTOTAL	**R**	
VALUE-ADDED TAX (VAT) The tenderer shall add 15% of the subtotal for value-added tax	R	
TENDER SUM CARRIED TO FORM OF OFFER AND ACCEPTANCE	**R**	.....

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
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PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
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C3.1. Description of the Works

C3.1.1 Employer's Objectives

The Employer's objective is to appoint a competent contractor to deliver a complete, compliant and fully operational refrigeration-based HVAC system for the Seedbank Facility at Kirstenbosch. The works must provide reliable temperature, humidity and air-quality control for the dry room environment, ensure safe integration with existing services, and include removal of redundant equipment, statutory certification, commissioning, training and full handover documentation in accordance with the specifications, drawings, performance requirements and required operational standards.

C3.1.2 Overview of the Works

The works comprise the complete supply, installation, testing, commissioning and handover of a new refrigeration-based air-handling system serving the Kirstenbosch Seedbank Facility. The installation includes a commercial refrigeration condensing unit matched to a factory-assembled double-skin DX Air Handling Unit, complete with DX cooling coil, electric heater bank, plug fan, filtration, HEPA filtration, monitoring sensors, controls and associated accessories. The works further include refrigeration pipework, insulated ductwork tie-ins, electrical power and control wiring, communication interfaces, structural supports, mounting frames, condensate drainage, hoisting and rigging. The Contractor shall also remove and safely dispose of existing redundant equipment and provide all testing, commissioning, certification, as-built drawings, manuals and end-user training.

C3.1.3 Extent of the Works

The extent of the works includes all activities, materials, equipment, labour, supervision, transport, tools and specialist services necessary to provide a complete and functional HVAC installation. The Contractor shall supply, install and commission the condensing unit, DX Air Handling Unit, heater bank, plug fan, filters, HEPA filters, heat recovery section, monitoring instruments, controls, drip trays, plinths, support frames and associated equipment. Refrigeration works shall include liquid and suction copper pipework, insulation, pipe trays, refrigerant charging, valves, driers, solenoid valves, electronic expansion valve components, sight glasses, refnets, oil traps, leak testing, evacuation and commissioning.

The Contractor shall provide electrical power cabling, isolators, circuit protection, control panel DB, over-/under-voltage protection, interlocks, control wiring and communication cabling required for safe automatic operation. The works also include ductwork tie-ins to existing ducting, testing, balancing and verification of performance. Redundant AHU, condenser and dehumidifier systems shall be removed and safely disposed of. Final handover shall include as-built drawings, O&M manuals, electrical and refrigeration Certificates of Compliance, user training and all commissioning records. Additional works include VRV and freezer room repairs, door repairs, plumbing works, hydroboil replacement, monitoring system installation and making good.

Project Period

The project period will be **4 months (Excl. the Builders Holiday).**

C3.1.4 Location of the Works

The project is in Kirstenbosch National Botanical Garden, located at the eastern foot of Table Mountain in Cape Town.

C3.1.5 Description of Site and Access

Kirstenbosch National Botanical Garden lies in the heart of the Cape Floristic Region, also known as the Cape Floral Kingdom. It is the first botanic garden in the world to be included within a natural World Heritage Site.

The 36-hectare garden is part of a 528-hectare estate that contains protected mountainside supporting natural forest and fynbos along with a variety of animals and birds. The Kirstenbosch Estate borders the Table Mountain National Park, and the Garden merges with the natural fynbos and forest of the mountain.

Kirstenbosch displays a wide variety of the unique plant life of the Cape Flora. Plants from all the diverse regions and biomes of southern Africa are also grown at Kirstenbosch, with over 7 000 species in cultivation.

The garden is accessible via Rhodes Drive, Newlands.

C3.1.6 Temporary Works

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

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
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C3.2. Construction

C3.2.1 Construction Standards

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to "Architect" in the Model Preambles are to be read as "Principal Agent" shall apply to this contact.

This publication is available from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

The SANS 1200 Standardised Specification for Civil Engineering Construction prepared by Standards South Africa and specific amendments and additions to the SANS 1200 Standardized Specifications shall apply to this contract.

The SANS 1200 Standardised Specification publications are available from Standard south Africa, Private Bag X 191, Pretoria, 0001.

C3.2.2 Plant and Materials

C3.2.2.1 Plant and Materials Supplied by the Employer

None

C3.2.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Engineer.

C3.2.3 Construction Equipment

C3.2.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the contract.

C3.2.3.2 Equipment Provided by the Employer

None

C3.2.4 Existing Services

C3.2.4.1 Known Services

As-built information is unavailable at the time of tender, the onus still lies with the main Contractor to ensure that no services are damaged during the construction phase.

C3.2.4.2 Treatment of Existing Services

Contractor to use caution.

C3.2.4.3 Use of Detection Equipment for the Location of Underground Services

At main Contractor's discretion.

C3.2.4.4 Damage to Services

It is the responsibility of the Contractor to ensure that no services are damaged during the construction process. In case the known services are damaged, the main Contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.2.5 Site Establishment

C3.2.5.1 Services and Facilities Provided by the Employer

None.

C3.2.5.2 Facilities Provided by the Contractor

The onus lies with the main Contractor to find a suitable camp site, approved by the Employer.

C3.2.5.3 Storage

No requirements are specified.

C3.2.5.4 Other Facilities and Services

No requirements are specified.

C3.2.5.5 Vehicles and Equipment

No requirements are specified.

C3.2.5.6 Advertising Rights

It is the main Contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main Contractor.

C3.2.5.7 Notice Boards

Not Applicable.

C3.2.6 Site Usage

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Engineer. The disturbance to the residence should be kept at a minimum.

PART C: THE CONTRACT
Part C3: Scope of Work

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
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C3.3. Management

C3.3.1 Planning and Programming

C3.3.1.1 General

This clause describes the requirements for the preparation, submission, updating and revision of the programme for the works. The requirements are in addition to or in expansion of the JBCC PBA clause [15.6].

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the Principal Agent to monitor progress and be the sole basis for the assessment of revisions of the date for Practical Completion.

The programme shall be produced by the contractor as follows:

a) A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will then be regarded as the baseline programme.

b) This baseline programme shall be updated with actual progress on a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

c) Acceptance by the Principal Agent of any programme submitted by the contractor does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works.

d) The contractor should note that he needs to schedule the works per ablution block as he cannot perform the scope of work on all the ablution blocks simultaneously. The client requires some ablution blocks to be operational while others are being upgraded.

C3.3.1.2 Submission of Programme

Within 10 (ten) working days of been given possession of the site the Contractor shall submit to the Principal Agent for his review and acceptance a programme for the whole of the works showing the order in which the contractor proposes to execute the works. This programme becomes the baseline programme upon acceptance by the Principal Agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the Principal Agent is entitled to require the Contractor to submit a revised programme showing the order of activities necessary to ensure completion of the works by the contract completion dates.

The Contractor shall supply the Principal Agent with an electronic copy of each programme, together with a print-out bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software.

Within 10 (ten) working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 5 (five) working days.

If the Principal Agent fails to act the programme is deemed to be rejected.

C3.3.1.3 Default in submission of programs

Should the contractor fail to submit a programme for acceptance as the baseline programme or not update the programme as described above, the principal agent shall be entitled to withhold 25% of the amount due to the contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

C3.3.2 Health and Safety

C3.3.2.1 Health and Safety specification

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulation 2014, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

PART C: THE CONTRACT
Part C4: Site Information

PROJECT TITLE:	**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THE DRY ROOM AND MINOR REPAIR WORK TO THE SEEDBANK FACILITY AT THE KIRSTENBOSCH NATIONAL BOTANICAL GARDEN, CAPE TOWN**
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PART C: THE CONTRACT
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C4.1 Site Information

C4.1.1 Site Location

The Seedbank Facility is located within the Kirstenbosch National Botanical Garden, Rhodes Drive, Newlands, Cape Town.

C4.1.2 Weather Information

The weather measurements to be recorded for each calendar month are:

- The cumulative rainfall (mm)
- The number of days with rainfall more than 10 mm

If any one of these weather measurements recorded within a calendar month, before the Completion Date for the whole of the works and at the place stated in this Contract Data is shown to be more than the amount sated below, then the contractor may notify the consultant of and inclement weather claim.

Month	Number of days with rain more than 10 mm
January	2
February	3
March	3
April	5
May	9
June	11
July	10
August	10
September	8
October	5
November	4
December	4

APPENDICES

Appendix A – Part 1 - General Specifications
Appendix B – Part 2 - Scope of Work and Technical Specifications
Appendix C – Drawing OP23-M07-H01 - HVAC Rev03
Appendix D – Technical Datasheets
Appendix E – Equipment Offered