

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (South African National Biodiversity Institute)					
BID NUMBER:	SANBI: G450/2022	CLOSING DATE:	04 APRIL 2023	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF CLEANING, HYGIENE, DISINFECTION AND PEST CONTROL SERVICES TO THE SOUTH AFRICAN NATIONAL BIODIVERSITY INSTITUTE AT THE FREE STATE NATIONAL BOTANICAL GARDEN, KWAZULU-NATAL NATIONAL BOTANICAL GARDEN AND WALTER SISULU NATIONAL BOTANICAL GARDEN FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Biodiversity Centre Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria Pretoria					
Compulsory briefing session date: 23 March 2023 at 09:00am.					
Please use Microsoft Teams link on page 15 to join the meeting.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	sanbi.tenders@sanbi.org.za		E-MAIL ADDRESS	n.magija@sanbi.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> NO		<input type="checkbox"/> YES	
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> NO		<input type="checkbox"/> YES	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO		<input type="checkbox"/>	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> NO		<input type="checkbox"/> YES	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number: **SANBI:G450/2022**

Closing Time 11:00

Closing date: **04 April 2023**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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**** (ALL APPLICABLE TAXES INCLUDED)**

- Required by:

- At:

.....

- **Brand and model**

- **Country of origin**

- **Does the offer comply with the specification(s)?**

***YES/NO**

- **If not to specification, indicate deviation(s)**

- **Period required for delivery**

***Delivery: Firm/not firm**

- **Delivery basis**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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	
SPECIFIC GOALS	
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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership				
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender.				

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:

.....

.....

.....

**APPOINTMENT OF A SERVICE PROVIDER FOR RENDERING OF CLEANING, HYGIENE,
DISINFECTION AND PEST CONTROL SERVICES TO THE SOUTH AFRICAN NATIONAL
BIODIVERSITY INSTITUTE AT THE FREE STATE NATIONAL BOTANICAL GARDEN, KWAZULU-
NATAL NATIONAL BOTANICAL GARDEN AND WALTER SISULU NATIONAL BOTANICAL
GARDEN FOR A PERIOD OF FIVE (5) YEARS**

PHYSICAL ADDRESS:

The South African National Biodiversity Institute (SANBI)
Pretoria National Botanical Garden
2 Cussonia Avenue
Brummeria
Pretoria

POSTAL ADDRESS:

The South African National Biodiversity Institute
Private Bag X101
Silverton
0184

TENDER NO. SANBI: G450/2022

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1. INTRODUCTION

The South African National Biodiversity Institute (SANBI) contributes to South Africa's sustainable development by facilitating access to biodiversity data, generating information and knowledge, building capacity, providing policy advice, and showcasing and conserving biodiversity in its national botanical and zoological gardens.

SANBI intends to outsource the cleaning, hygiene, disinfection and pest control services to a Service Provider for three (3) of its centres i.e., the Free State National Botanical Garden (FSNBG), the KwaZulu-Natal National Botanical Garden (KZNNBG) and the Walter Sisulu National Botanical Garden (WSNBG) for a period of five (5) years. The current cleaning contracts for the three national botanical gardens expired on 30 November 2022.

2. INVITATION TO TENDER

Tenders are hereby invited for the appointment of a Service Provider to render cleaning, hygiene, disinfection, and pest control services to the various offices at SANBI which are FSNBG, KZNNBG and WSNBG for a period of five (5) years. The tender process will be coordinated by SANBI's Supply Chain Management (SCM) department, contactable at the following address:

Deputy Director: Supply Chain Management
The South African National Biodiversity Institute (SANBI)
Private Bag X101
Silverton
0184
Email: sanbi.tenders@sanbi.org.za

The **tender closes on: 04 April 2023**

3. COMPULSORY BRIEFING SESSION

A virtual compulsory briefing session will take place **23 March 2023 from 9:00 to 10:30 on Microsoft Teams**. Please use the link below to join the meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWl2OTA4ZjctNThkMC00NDRmLTlhOTUtNjl4MDk3YzhjNzBl%40thread.v2/0?context=%7b%22Tid%22%3a%220b847c5e-73e2-4441-8789-9c092d2dd489%22%2c%22Oid%22%3a%220eb3154f-fa82-498c-8630-a17e41f68dcd%22%7d

Bidders may direct technical and bidding procedure enquiries to Supply Chain Management at the email address below. All responses will be communicated via this tender's advertisement webpage on the SANBI website at sanbi.tenders@sanbi.org.za. All questions submitted by prospective bidders and responses to these questions by SANBI will be forwarded to all bidders who attended the compulsory briefing session.

Service providers are advised to visit all three (3) gardens in order to view the sites on the following dates:

- Free State NBG: **27 March 2023** at 11:00; contact person is Nondumiso Magija, email: magija@sanbi.org.za
- KwaZulu-Natal NBG: **28 March 2023** at 11:00; contact person is Sthembile Zondi, email: s.zondi@sanbi.org.za
- Walter Sisulu NBG: **29 March 2023** at 11:00; contact person is Xolelwa Mokoena, email: x.mokoena@sanbi.org.za

4. REQUIREMENTS FOR PROPOSAL

4.1 MANDATORY REQUIREMENTS

Tenderers must include the following documentation (Failure to submit this required documentation WILL lead to disqualification):

- A copy of the company Central Supplier Database (CSD) registration report.
- Fee/cost structure for Annexure D, E, F and G (NB: This information must only be included in the pack marked "original"). Financial and pricing information in the copy will lead to your bid being disqualified).
- A valid letter of Good Standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.
- The company's Occupational Health and Safety Policy and Training Plan.
- Completed and signed SBD forms.
- A certified copy of Liability Insurance Cover of five (5) million Rand available per claim.
- A valid proof of membership of a relevant national pest control association. If the pest control service is outsourced, a valid proof of membership as above is required for the outsourced company as well as a valid service level agreement between the bidder and outsourced company.
- A valid P-registration certificate of the pest controller(s) (be it company or outsourced company employees), as issued by the Department of Agriculture, Land Reform and Rural Development in

line with the Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) as amended.

- Note that this tender will be evaluated in accordance with the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act (No.5 OF 2000), where price constitutes 80 points and a maximum of 20 points will be awarded based on the specific goals.

4.2 OTHER DOCUMENTS TO BE SUBMITTED

Each tender document should also include the following documentation, although failure to submit these documents will not result in disqualification. However, the information contained in them is required for evaluation purposes:

- Company information and profile: mission statement and policies with an indication of the management, communication, and supervision structures.
- Document on the management of staff on the campus.
- Training and Skills Development Plan (Please attach a detailed plan/program that the personnel will receive prior to commencement of work and for the duration of the contract).
- Risk Management Plan, see section 8.2
- Contingency Plan, see section 8.3
- Waste Management Plan, see section 8.4
- A list of five (5) previous similar projects that has been conducted by the Service Provider with contactable references in the past five (5) years.
- Three (3) letters of reference for similar contracts carried out by the Service Provider within the last three years.
- CVs for the required supervisors and site manager/operational manager for the respective gardens is as follows:
 - ✓ 1x supervisor for Free State NBG
 - ✓ 1x supervisor for KwaZulu-Natal NBG
 - ✓ 1x site manager/operational manager overseeing all three (3) gardens.

5. SERVICE TO BE RENDERED

This is inclusive of cleaning, hygiene, disinfection, pest control services, servicing of SHE bins and provision of cleaning material for the various facilities at the centres detailed below. Service Providers to note that disinfection services will be as and when required. In most cases, disinfection services may be required at short notice due to a case of Covid-19 or any other similar disease outbreak that may arise during the contract.

Number of facilities to be serviced:

Centre	No. of Facilities	Reference Section
Free State National Botanical Garden	Eleven (13) facilities	Section 5.1
KwaZulu-Natal National Botanical Garden	Fourteen (14) facilities	Section 5.2
Walter Sisulu National Botanical Garden	Twenty (20) facilities	Section 5.3

5.1 LIST OF FACILITIES FOR FREE STATE NATIONAL BOTANICAL GARDEN

- Administration block
- Environmental Education Centre
- Kiosk
- Lapa
- Staff kitchen & male change room
- Female change room
- Ablution block
- Marketing & intern offices
- Wendy houses x 2
- Guard houses x 2
- Workshop
- House 1
- House 2

5.2 LIST OF FACILITIES FOR KWAZULU-NATAL NATIONAL BOTANICAL GARDEN

- Administration building
- Change rooms & kitchen
- New workshop
- Nursery offices
- Kiosk & veranda surface
- Ticket office & veranda surface
- Curio shop
- Entrance ablution

- Boom gate guard room
- Education Centre
- Lapa Zulu garden
- Lapa children's play area
- Camelia wedding pergola
- Clivia Hall

5.3 LIST OF FACILITIES FOR WALTER SISULU NATIONAL BOTANICAL GARDEN

- Imvelo building
- Nestle Centre
- Male change room
- Workshop
- Strelitzia Hall & Lapeng Lapa
- Pay point area and two (2) offices
- Imbizo Training Centre
- Nursery area
- House 1 & 2
- Garden office
- Library & Herbarium
- Ladies changeroom
- Entrance ablutions
- Imbizo area ablutions
- Arboretum ablutions
- Restaurant ablutions
- Milkwood terrace
- Nursery office
- Guard houses
- Standby house

6. OPERATIONAL CONDITIONS

- The Service Provider to be able to render services to SANBI three (3) centres i.e., the Free State National Botanical Garden (FSNBG) in Bloemfontein (Free State), KwaZulu-Natal National Botanical Garden (KZNNBG) in Pietermaritzburg (KwaZulu Natal) and Walter Sisulu National Botanical Garden (WSNBG) in Johannesburg (Gauteng).

- The products utilized should be locally manufactured.
- Product prices as quoted in Annexure E to be fixed for the duration of the contract.
- SANBI will provide change rooms with lockers for both female and male workers.
- SANBI will provide storage space for safeguarding of cleaning equipment and detergents.

7. SCOPE OF WORK

7.1 SCOPE OF CLEANING AND DIMENSIONS OF AREAS TO BE CLEANED

Please see the following Annexures to obtain the information required for tendering:

- Annexure B (1-3): Spaces to be cleaned with dimensions indicated for the number of offices/workspaces/ablution facilities.
- Annexures C (1-3): Scope of work.

7.2 STAFF REQUIREMENTS, MANAGEMENT AND TRAINING

The bidder must deploy cleaning personnel with relevant cleaning and hygiene services experience together with trained and competent management personnel. Bidders must indicate the site managers', supervisor's, cleaners' and ad hoc cleaners' wages in the pricing schedule (on a separate sheet to be part of the total bid price to be included in the pack marked "original"). Please note the table below that indicates the required staff per SANBI Centre:

SANBI centre	Staff and quantity required	Term of contract
Free State National Botanical Garden	Cleaners x 2 Supervisor x 1	Five (5) years
KwaZulu-Natal National Botanical Garden	Cleaners x 2 Supervisor x 1	Five (5) years
Walter Sisulu National Botanical Garden	Cleaners x 3	Five (5) years
All three gardens	Site Manager x 1	Five (5) years

- Please see Annexure D (1-3): Salaries for staff required.

7.3 GENERAL POINTS RELATING TO STAFF

- For security reasons, the appointed Service Provider must inform garden management or a delegated official when there is any removal or replacement of personnel.
- The appointed Service Provider's staff must all comply with SANBI's professional Code of Conduct and must abide by all Health, Safety and Environment regulations and practices.
- The staff to be employed by the appointed Service Provider on this contract must be South African citizens.
- The Service Provider to ensure that the jobs are to be created in the local community where the contract is to be executed. Priority must be given to unemployed people from previously disadvantaged groups, such as women, youth, and disabled people.
- Employment of existing contract staff by the appointed Service Provider, while not compulsory, is encouraged.

7.3.1 SUPERVISORS

The following requirements for the supervisors must be met:

- The supervisors must be on duty once a week, preferably Fridays to supervise and monitor the cleaning personnel at Free State NBG and KwaZulu-Natal NBG.
- Supervisors will liaise directly with the management of the Free State NBG and KwaZulu Natal NBG (details to be provided to the successful bidder).
- Supervisors must ensure that cleaning personnel are assigned to all areas as required in line with the scope of work and to maintain high levels of service quality.
- Walter Sisulu NBG does not require a supervisor.

7.3.2 SITE MANAGER

The following requirements for the site manager must be met:

- A site manager must be on-site at least once every month to inspect all cleaning areas.
- The site manager must ensure that the Service Provider's staff are performing their duties according to the specifications.
- The site manager must inspect all areas to maintain high levels of service quality.
- The site manager must have monthly meetings with the respective garden management to ensure efficient service delivery and to discuss any problems and matters that may be at hand.
- The site manager shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the garden management.
- A thorough inspection of the service shall be performed by SANBI officials as well as the appointed Service Provider every three (3) months or as and when required.

7.3.3 STAFF TRAINING

The following requirements must be met by the Service Provider:

- The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- A training programme must be submitted with the tender submission indicating the training programmes available and completed or how it will be implemented for the duration of the contract.
- The Service Provider's staff will be expected to attend induction training including evaluation procedures within the first week before commencing any work (signed register of such induction must be available in the Health and Safety file and available to the auditors).

7.4 EQUIPMENT AND MATERIALS

All equipment and materials to be used must be provided by the Service Provider, must be of local content and must comply with the South African National Standards (SANS) and the Occupational Health and Safety Act (OHSA) and its regulations. For more information on the type of cleaning materials to be used, see Annexure E (1-3) attached.

The following requirements must be met:

- No equipment, tools or detergents that may cause damage to the environment, buildings, fittings and collections, or harm staff members and visitors may be used. SANBI has the right to reject harmful equipment, tools, and detergents.
- All cleaning, hygiene equipment and detergents should be safely and securely stored daily.
- All toilet roll holders and soap dispensers should be lockable to prevent theft.
- The Service Provider should install all SHE bins, automatic air freshener units, soap dispensers and toilet seat sanitizers in all areas where required.
- All dispenser batteries must be of high quality and durability, should be inspected regularly and replaced accordingly, and be disposed offsite following the prevailing environmental regulations. The Service Provider is required to indicate their disposal in the Waste Management Plan, see section 8.4.
- The Service Provider should ensure that cleaning and hygiene services are conducted in accordance with any/all prescribed safety, health and environment regulations and guidelines and should ensure that all necessary precautions are taken.
- Upon termination of the contract, the Service Provider must remove all equipment installed by them from the premises without causing any damage to the property; if there are any damages the Service Provider will be required to fix the defects.

- The cost of repairs for any damages caused by the Service Provider may be deducted from SANBI's payment to the Service Provider.

SANBI reserves the right to conduct tests and analysis on the selected cleaning and hygiene materials and equipment provided by the Service Provider to ascertain the level of local content and the quality and compliance with the South African National Standards.

7.5 CLEANING DAYS AND TIMES

7.5.1 FREE STATE NATIONAL BOTANICAL GARDEN

- Weekdays from 07:30 to 16:30 except when there are evening functions or events where cleaners may be required to work beyond these times.
- Weekends and public holidays from 08:00 to 17:00 except when there are evening functions or events where cleaners maybe required to work beyond these times.

7.5.2 KWAZULU-NATAL NATIONAL BOTANICAL GARDEN

- Daily from 07:30 to 16:30 (including weekends and public holidays).

7.5.3 WALTER SISULU NATIONAL BOTANICAL GARDEN

- Daily from 08:00 and 17:00 (including weekends and public holidays), except when there are evening functions or events where cleaners may be required to work beyond these times.

8. SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

8.1 MINIMUM COMPLIANCE

All Service Providers entering into a contract with SANBI shall, as a minimum, comply with the following General Safety, Health and Environment (SHE) requirements:

- The Occupational Health & Safety Act (OHSA) (Act 85 of 1993) and its Regulations: A current, up-to-date copy of the Occupational Health and Safety Act as well as Safety, Health and Environment file for the company shall be always available on site.
- The Service Provider's staff will be expected to attend an induction training within the first week before commencing any work so that they become familiar with the parts of the garden they are stationed at

and the evacuation procedures (a signed register of such induction must be available in the Safety, Health and Environmental file and be available to the internal and external auditors and SHE representatives of SANBI on request).

- The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1996): The Service Providers will be required to submit a letter of good standing from the office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act. The letter should be issued by the Department of Labour. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be always available on site.
- National Environmental Management Act (Act No. 107 of 1998).
- National Environmental Management: Waste Act (Act 59 of 2008).
- The South African National Biodiversity Institute Health and Safety specifications and relevant policies.

It will be expected of the potential Service Providers to supply an Occupational Health, Safety and Environmental file before signing the contract. This file will be checked for compliance by SANBI's Deputy Director: Health, Safety and the Environment before the contract can be signed. The Health, Safety and Environmental File will become SANBI property at the end of the contract. Compliance will be monitored for the duration of the contract.

8.2 RISK MANAGEMENT PLAN

Potential Service Providers are requested to submit a Risk Management Plan as part of their proposal. The plan must describe all aspects of the management of risk in terms of identifying, monitoring, and managing potential risks related to cleaning and hygiene services to SANBI.

8.3 CONTINGENCY PLAN

Potential Service Providers are to submit a contingency plan to indicate what measures will be put in place should any issue arise in the carrying out of its obligation regarding the Service Level Agreement agreed upon.

The list below should only be used as a guideline of possible issues that might arise and that may have to be addressed at short notice:

- An appointed staff member not arriving on time or at all for a day or more
- Strikes or any employee action by own company staff
- An appointed staff member is ill
- Civil unrest
- Loadshedding
- Transport problems

- Shortage of supplies and equipment, etc.

8.4 WASTE MANAGEMENT PLAN

In terms of Schedule 5B of the Constitution of South Africa (Act 108 of 1996), waste management is a local government competence that must be executed to protect human and environmental health.

Potential Service Providers are requested to submit a Waste Management Plan for each respective SANBI centre as part of their proposal. The plan must describe all aspects of the management of waste that will be generated, collected, processed, or treated as part of the services to SANBI.

The plan should emphasize the following:

- The management of waste generated through the cleaning, hygiene, disinfection, and fumigation services provided, such as used cleaning chemicals and empty containers from these and from fumigation material.
- The processes and responsibilities for the removal and disposal of sanitary waste in compliance with the current prevailing legislations.
- The legal disposal of waste collected and recyclable materials.
- An indication of how recycling will be conducted.

9. EVALUATION CRITERIA

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

9.1 Stage One

The first stage will evaluate functionality according to the criteria listed in the table below. Bids that fail to score a minimum of 70 points out of a possible 100 points for functionality will not be eligible for further consideration.

Functionality Criteria

Item	Criteria	Sub-criteria	Weight
1.	Company experience: Cleaning, Disinfection, Pest Control and Hygiene Industry related		30
1.1	Supply a list of similar projects undertaken by the Service Provider. Provide a brief description of the scope and scale of the work undertaken for each, the dates of the contract and the value of each contract.	Ten (10) or more relevant projects	10
		Six (6) or more relevant projects	8
		Three (3) or more relevant projects	6
		One (1) or more relevant project	4
		Non-responsive	0
1.2	Provide reference letters from clients relating to cleaning and hygiene projects undertaken in the past five (5) years. The letters must include information such as company name, contact person, telephone number, services provided, the total value of the contract and contract duration with dates, the performance of the Service Provider per service provided.	More than five (5) relevant reference letters with requested supporting documents	10
		More than three (3) relevant reference letters with requested supporting documents	7
		One (1) or more relevant reference letters with requested supporting documents	5
		No submission of evidence.	0
1.3	Submission of Waste Management Plan including an agreement letter or certificate of disposal.	Submission of the plan with all the relevant documents	20
2.	Team experience		30

2.1	Provide CVs of site managers and supervisors that will be utilized in the execution of the contract (personnel skills, qualifications, and experience). The experience should be in relation to the duties of the site manager and supervisory in the cleaning, hygiene, disinfection, and administrative support of staff in the company. Provide certified copies of qualifications and each CV submitted should not be longer than three (3) pages in total.	Combined (site manager & supervisors) relevant experience of ten (10) or more years, Matric and professional qualifications.	30
		Combined (site manager & supervisors) relevant experience of five (5) or more years, Matric and professional qualifications.	20
		Combined (site manager & supervisors) relevant experience of more than three (3) years and Matric.	15
		Combined (site manager & supervisors) relevant experience of at least one (1) year and Matric.	10
		No submission of evidence	0
3.	Financial capability		30
3.1	Bank rating code: Bidders must submit a bank rating code letter valid for three (3) months showing the conduct of the account. Supplemented by the following financial documents:	Undoubted for the amount of inquiry or Good for inquiry (Bank code: A)	30

	<ul style="list-style-type: none"> An audited financial statement showing the financial capacity to implement and run the contract without foreseen cashflow challenges, (liquidity). 	<p>The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment.</p> <p>(Bank code: B)</p>	20
		<p>The subject has a good record, the amount may appear high in relation to normal transactions on the account.</p> <p>(Bank code: C)</p>	15
		<p>The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered satisfactory for moderate business commitments.</p> <p>(Bank code: D)</p>	10
		<p>The amount of the enquiry is too high for the subject and terms given.</p> <p>(Bank code: E)</p>	5
		<p>Non-submission of bank rating letter or other bank code</p>	0

4.	Training and Skills Development Plan		10
4.1	Provide a detailed training and skills development plan that covers: <ul style="list-style-type: none"> • Code of conduct and new procedures of cleaning, hygiene, disinfection and pest control services • Schedule of work/duty sheet/work plan with clear milestones. • Health and Safety procedures 	Training and skills development plan with time frame that covers code of conduct, health and safety procedures, and a work plan with clear milestones in relation to cleaning, hygiene, disinfection and pest control services.	10
TOTAL		100	

9.2 The second stage – Specific Goals

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

Specific Goal	Total Points
1. Categories of persons historically disadvantaged by unfair discrimination on the basis of race. 100% black ownership (Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof).	(10)
2. Categories of persons historically disadvantaged by unfair discrimination on the basis of gender. 100 % female ownership	(10)

(Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD must be attached as proof).	
Total Points	20

10. TENDER DOCUMENTATION AVAILABILITY

Please note: No tender documents will be issued at the briefing session. Bidders are requested to download the tender documents from the SANBI website www.sanbi.org.

11. REPORTING AND MANAGEMENT

The Service Provider will supply the relevant SANBI Project Managers with a management report on a monthly basis. The report shall be based on the different services and shall cover all work performed and completed during the month.

12. CONTRACT PERIOD

The contract is for five (5) years, is performance-based and will be reviewed every twelve (12) months from the date of commencement. The contract to be signed will have a Service Level Agreement which must be adhered to by both the Service Provider and SANBI.

13. SUBMISSION REQUIREMENTS

This is a two-envelope tender process.

Service Providers are to submit (1) printed document with pricing included in an envelope, marked 'ORIGINAL', and in a separate envelope provide a copy of the document without pricing as a PDF file on a memory stick (not a disk).

NB! Financial or pricing details (Annexure D, E, F and G) should ONLY be included in the pack marked "ORIGINAL". Financial information included in the "copy" will lead to your bid being disqualified.

Tenders can be submitted in the Tender Box located in the Biodiversity Centre Building at the Pretoria National Botanical Garden, 2 Cussonia Avenue, Brummeria, Pretoria during office hours (08:00– 16:00).

Tenders may also be submitted by post addressed to:

The Deputy Director: Supply Chain Management

The South African National Biodiversity Institute (SANBI)

Private Bag X101

Silverton

0184

Tender Number: **SANBI: G450/2022**

NB: All documents must be clearly labelled.

The closing date for submissions is **04 April 2023 at 11:00**.

Note: Emailed and faxed submissions will not be accepted. Late submissions will be disqualified.

Contact the following officials for technical enquiries:

Mr. Thompson Mutshinyalo (Director – National Botanical Gardens), e-mail address: t.mutshinyalo@sanbi.org.za

Ms. Nondumiso Magija (Garden Manager – Free State National Botanical Garden), e-mail address: magija@sanbi.org.za

Ms. Sthembile Zondi (Garden Manager – KwaZulu-Natal National Botanical Garden), e-mail address: s.zondi@sanbi.org.za

Ms. Xolelwa Mokoena (Garden Manager – Walter Sisulu National Botanical Garden), e-mail address: x.mokoena@sanbi.org.za

Any queries in connection with the ToR must be submitted in writing to the following email address: sanbi.tenders@sanbi.org.za.

14. PRICING

NB: Bidders must price for all line items in ANNEXURES Annexure D, E, F and G. Failure to do so will result in disqualification.

The wages of the cleaners, supervisors and ad hoc cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour (compliance must be in accordance with wage labour rates & the Basic Conditions of Employment Act as per the Department of Labour's regulations). The total amount of the contract must be fixed for the full period of the contract and must be VAT inclusive and must factor in annual salary increases of the employees.

Service Providers to note that pricing for disinfection should be part of the total costs for this bid though this service will only be requested when required.

15. ANNEXURES

The Annexures below are attached to this document.

Annexure A: Special conditions of contract

Annexure B: Spaces to be cleaned with associated dimensions

Annexure C: Scope of work and monitoring standards

Annexure D: Salaries

Annexure E: Cleaning materials to be supplied

Annexure F: Pricing schedule breakdown

Annexure G: Total costs of the cleaning services

ANNEXURE A

1. SPECIAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the Special Conditions of Contract as the minimum terms and conditions upon which SANBI is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to SANBI together with its bid, duly signed by an authorised representative of the bidder.

2. SERVICE LEVEL AGREEMENT

2.1. Upon award SANBI and the successful bidder will conclude a Service Level Agreement or Standard Independent Contractor Agreement regulating the specific terms and conditions applicable to the services being procured by SANBI, more or less in the format of the draft Service Level Indicators included in this tender pack.

2.2. SANBI reserves the right to vary the proposed draft Service Level Indicators and/or Milestones during the course of negotiations with a bidder by amending or adding thereto.

2.3. Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and/or Milestones and where necessary, make proposals to these;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators and/or Milestones for ease of reference.

2.4. SANBI reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SANBI or pose a risk to the organisation.

3. SPECIAL CONDITIONS OF THIS BID

SANBI reserves the right:

- 3.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 3.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 3.3. To accept part of a tender rather than the whole tender.
- 3.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 3.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

3.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

3.7. Award to multiple bidders based either on size or geographic considerations.

4. SANBI REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 4.1. Confirm that the bidder(s) is to: –
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SANBI;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat SANBI fairly in a situation of conflicting interests;
 - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SANBI;
 - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g. To conduct their business activities with transparency and consistently uphold the interests and needs of SANBI as a client before any other consideration; and
 - h. To ensure that any information acquired by the bidder(s) from SANBI will not be used or disclosed unless the written consent from SANBI has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

5.1. SANBI reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SANBI or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), —

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SANBI's officers, directors, employees, advisors or other representatives;

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. has in the past engaged in any matter referred to above; or

h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

6.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SANBI relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

6.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SANBI against the bidder notwithstanding the conclusion of the Service Level Agreement between SANBI and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

7. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SANBI, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

8. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SANBI incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SANBI harmless from any and all such costs which SANBI may incur and for any damages or losses SANBI may suffer.

9. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SANBI shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SANBI reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SANBI or whose verification against the Central Supplier Database (CSD) proves non-compliant. SANBI further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SANBI reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that SANBI allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SANBI will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with SANBI's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by SANBI remain proprietary to SANBI and must be promptly returned to SANBI upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SANBI's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. **SANBI PROPRIETARY INFORMATION**

Bidder will on their bid cover letter (SBD1) make declaration that they did not have access to any SANBI proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. **AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**SANBI: G450/2022**), SANBI may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder. The successful bidder shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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