



TENDER DESCRIPTION:

**PROVISION OF 295 DAYS DESIGN AND CONSTRUCTION WORKS FOR
CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF
OBSERVATORY BUILDING, OBSERVATORY, JOHANNESBURG**

RE-ADVERTISEMENT

BID NO: NRF/SARAO SJHB/03/2021-22

Closing date: 17 February 2022

Prepared by: Ms. Rosalynn Daka (Project Manager)	rdaka@sarao.ac.za
SCM Contact Person: Anwuli Okecha	anwuli@sarao.ac.za

NAME OF BIDDER: _____

CSD NUMBER: _____

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Provision of 295 days Design and Construction Works for the Conversion of Commercial Office Space at NRF Observatory Building, Johannesburg
CIDB CONTRACTOR GRADING	:	It is estimated that contractors must have a CIDB contractor grading designation of 5GB or higher. Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers
COMPULSORY CLARIFICATION MEETING	:	<p>A compulsory clarification meeting will take place on <u>Wednesday, 18 January 2023 at 10.00AM</u>. To register in advance for the briefing session, click on the following link: https://ska.zoom.us/meeting/register/tJwscumugDltEtdxt2kCjdNVCltTfjewsB3f</p> <p>After registering, bidders will receive a confirmation email containing information about joining the meeting</p>
COMPULSORY SITE MEETING	:	<p>A site visit will take place on <u>Friday, 20 January 2023 at 10:00 am</u>, at the following venue – Venue: The Johannesburg Observatory, 18A Gill Street, Johannesburg</p>
CLOSING DATE	:	Friday, 17 February 2023
CLOSING TIME	:	11:00 AM
SUBMISSION INSTRUCTIONS	:	<p><u>Electronic submissions</u> must be sent to tenders@sarao.ac.za</p> <p>Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions should ideally be in searchable PDF format.</p> <p>Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.</p>

BIDDER'S REPRESENTATIVE CONTACT INFORMATION:

NAME OF BIDDER:

CONTACT PERSON:

TELEPHONE NUMBER: CODE.....NUMBER.....

CELL PHONE NUMBER:.....

E MAIL ADDRESS:.....

SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

BID NO: NRF/SARAO SJHB/03/2021-22

PROVISION OF 295 DAYS DESIGN AND CONSTRUCTION WORKS FOR CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF OBSERVATORY BUILDING, OBSERVATORY, JOHANNESBURG

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T1: Tendering Procedures

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

BID NO: NRF/SARAO SJHB/03/2021-22

**PROVISION OF 295 DAYS DESIGN AND CONSTRUCTION WORKS FOR
CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF OBSERVATORY
BUILDING, OBSERVATORY, JOHANNESBURG**

RE-ADVERTISEMENT

BID NOTICE

INVITATION AND SCOPE OF WORK

Suitably experienced and qualified Contractors are invited to respond to this bid invitation for the South African Radio Astronomy Observatory (SARAO) -

Bid Number	Bid Description	CIDB Grading	Bid Closing Date and Time
NRF/SARAO SJHB/03/2021- 22	PROVISION OF 295 DAYS DESIGN AND CONSTRUCTION WORKS FOR CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF OBSERVATORY BUILDING, OBSERVATORY, JOHANNESBURG	It is estimated that contractors must have a CIDB contractor grading designation of 5GB or higher ¹	Friday, 17 February 2023 at 11.00 AM

COMPULSORY CLARIFICATION MEETING AND SITE VISIT

A virtual compulsory clarification meeting will take place on Wednesday, 18 January 2023 at 10.00AM. To register in advance for the briefing session, click on the following link:

<https://ska.zoom.us/join/91234567890>

After registering, bidders will receive a confirmation email containing information about joining the meeting.

Following the clarification meeting, a compulsory site visit will be held as detailed below:

Venue: The Johannesburg Observatory, 18A Gill Street, Johannesburg

Date: Friday, 20 January 2023

Time: 10:00AM

Any bid submitted by a bidder not represented at the clarification meeting and site visit will be rejected, however, bidders who attended the briefing session and site visit held during previous advertisements of this tender in June 2021 and January 2022, need not re-attend. SARAO will confirm bidders' attendance of the previous sessions with attendance registers recorded and kept.

PREFERENTIAL PROCUREMENT SYSTEM:

The 80/20 price and preference points system, as prescribed by the Preferential Procurement Regulations, 2017 issued under the Preferential Procurement Policy Framework Act, (Act No 5 of 2000) (PPPFA) will be applied to evaluate this bid.

¹ Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers

EVALUATION CRITERIA:

Bidders must achieve an overall minimum score of 75% for functionality in order to be evaluated further on price and BBBEE status level. Failure to achieve this minimum score shall render bid non-responsive and result in disqualification.

BID PUBLICATION:

The bid document will be available from Friday, 9 December 2022, and may be accessed on the following websites: www.sarao.ac.za/tenders, www.cidb.org.za and www.etenders.gov.za.

BID SUBMISSION:

Electronic bid submissions must be sent to tenders@sarao.ac.za. Submissions not sent to this address will be rejected.

Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Submissions must be in searchable PDF format.

Attachments are limited to 25MB per email. Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid submissions.

Late submissions will not be accepted, therefore bids received after 11.00AM on the closing date will be disqualified.

BID CONDITIONS:

SARAO does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of a tender.

BID ENQUIRIES:

No telephonic enquiries relating to this tender will be permitted. All enquiries regarding this tender must be in writing and directed to:

Technical Queries:

Ms. Rosalynn Daka, Project Manager

Email: rdaka@sarao.ac.za

Procedural Queries:

Ms. Anwuli Okecha, SCM Specialist

Email: anwuli@sarao.ac.za

T1.1.1 LOCALITY PLAN: SITE VISIT

A site visit will be held as detailed below. Bidders are responsible for the logistics required to attend the clarification meeting and site visit.

Venue: The Johannesburg Observatory, 18A Gill Street, Johannesburg

Date: Friday, 20 January 2023

Time: 10:00 AM

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za).

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No.	Variation, Amendment or Addition
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C.1	General
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C.1.1	Actions
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*Add the following to the end of **Clause C.1.1**:*

The Employer (interchangeably “the client”) is the South African Radio Astronomy Observatory (SARAO), represented by Ms. Rosalynn Daka.

C.1.2	Tender Documents
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*Add the following to the end of **Clause C.1.2**:*

“The Tender Document for this Contract comprises the following:

Not issued to Tenderers, but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers, the Construction Industry Development Board, and the Employer, as applicable:

1. CIDB, “The Standard for Uniformity in Construction Procurement Annex C, Standard Conditions of Tender”, Board Notice 423 of 2019 of Government Gazette No. 42622 of 9 August 2019.
2. The General Conditions of Contract for this project is the 1999 edition of FIDIC (International Federation of Consulting Engineers) **Yellow Book, Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works**, Designed by the Contractor.
3. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2017).
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).

C.2 Bidder's Obligations

C.2.1 Eligibility

C.2.1.1 Add the following to the end of **Clause C.2.1.1**:

A. Construction Industry Development Board (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 5GB class of construction work, are eligible to have their tenders evaluated.

B. Joint Ventures and Consortia are eligible to submit a tender offer provided that:

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 GB class of construction work; or not lower than one level below the required grading designation in the class of works construction works under consideration and possesses the required recognition status.
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 5GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations;
4. Tenders submitted by joint ventures or consortia of two or more firms must be accompanied by a document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning;
5. The Bidder, if a joint venture or consortium, must submit a signed JV or consortium agreement specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.
6. The following joint venture agreements are recommended for use or to serve as a basis for the development of an agreement –
 - (a) The CIDB Joint Venture Agreement, which is intended for use by all types of contractors, including professional service providers;
 - (b) The South African Federation of Civil Engineering Contractors (SAFCEC) Joint Venture Agreement, which is intended only for joint ventures between established contractors and is not suitable for use by professional service providers;
 - (c) The International Federation of Consulting Engineers (FIDIC) Joint Venture Consortium Agreement, which is intended only for joint ventures between professional service providers and is not suitable for use by contractor.

C. National Treasury Central Supplier Database Registration

Bidders must register on the National Treasury Central Supplier (CSD) Database and provide their CSD registration number where required in this bid document. Bidders who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Bidders who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

D. Attendance of Compulsory Tender Briefing

Only bidders who have attended the compulsory tender briefing and have form A2 "Clarification Meeting Certificate and Proof of Attendance" signed by the Employer's agent or his representative will be eligible to submit a tender offer.

NOTE - Bidders who attended the briefing sessions and site visits held during previous advertisements of this tender in June 2021 and January 2022, need not re-attend. SARAO will

confirm bidders' attendance of the previous sessions with attendance registers recorded and kept.

E. Bidder's Tax Clearance Certificate

Bidders must be registered with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a CSD registration number and/or valid Tax Clearance PIN Number issued by SARS.

At the point of award of the tender, the recommended bidder must be in good standing with SARS, failing which the bidder must be in good standing within such extended period as may be granted at the discretion of SARAO, failing which the bidder will be disqualified from further consideration.

Each party to a Consortium/Joint Venture shall submit a separate CSD registration number and/or Tax Clearance PIN Number.

F. Further Compulsory Documents to be submitted with Tender

In addition to all the documents relating to A to E above and all other documents requested in Section T2.2 (Returnable Documents), it is further required that copies of the following current and valid company certificates be provided:

1. Letter of Good Standing from Compensation Commissioner (COID) or Compensation Insurer.
2. Letter of Good Standing from Department of Labour (UIF).

The above shall be provided for each JV Partner in the case of Joint Ventures.

G. Minimum Functionality Score to be Achieved

Any tender which scores less than the minimum threshold values stated in the functionality evaluation criteria, will be held to be non-responsive and disqualified.

C.2.7 Clarification Meeting

*Add the following to the end of **Clause C.2.7**:*

"The arrangements for a compulsory clarification meeting and site visit are as stated in the Tender Notice and Invitation to Tender.

Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the aspects of the work involved."

Bidders shall bear all costs for attendance of the clarification meeting and site visit.

C.2.13 Submitting a Tender Offer

C.2.13.2 Add the following to the end of **Clause C.2.13.2**:

"Bid submissions must be in electronic format.

Bid submissions shall comprise two separate electronic folders or sub-folders, as follows:

- **"Technical" (T¹) submission** (Technical submissions should ideally be in searchable PDF format), and
- **"Financial" (F²) submission** (Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email)

Failure to comply with these requirements may result in the tender being deemed non-responsive."

C.2.13.3 Delete the contents of **Clause C.2.13.3** and replace with the following:

Electronic bid submissions must be sent to tenders@sarao.ac.za

C.2.13.4 Add the following after the first sentence of **Clause C.2.13.4**:

"The tender shall be signed by a person duly authorised to do so."

C.2.13.5 Delete the contents of **Clause C.2.13.5**

C.2.13.6 *Delete the contents of **Clause C.2.13.6** and replace with the following:*

"A two-envelope procedure as described in **Clause C.3.5** will be followed.

Bids must be submitted in two separate electronic folders, one with the Technical response (T1), and the second with the Financial response (F2). Each main folder may have sub-folders, and if this is the case, each sub-folder must be clearly indicated as such."

C.2.13.7 *Delete the contents of **Clause C.2.13.7**.*

C.2.13.8 *Substitute the contents of **Clause C.2.13.8** with the following:*

"Accept that the employer will not assume any responsibility for any technical difficulties which might affect its bid submission being received on time."

C.2.13.9 *Substitute the contents of **Clause C.2.13.9** with the following:*

"Only tender offers submitted in electronic format to tenders@sarao.ac.za will be accepted by the Employer."

C.2.15 **Closing Time**

C.2.15.1 *Add the following to the end of **Clause C.2.15.1**:*

"The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender"

C.2.16 **Tender Offer Validity**

C.2.16.1 *Add the following to the end of **Clause C.2.16.1**:*

"The tender offer validity period is 120 days."

C.2.16.2 *Add the following to the end of **Clause C.2.16.2**:*

"The maximum extension on the tender offer validity period is 120 days."

C.2.17 **Clarification of Tender Offer after Submission**

*Add the following to the end of **Clause C.2.17**:*

"A tender may be rejected as non-responsive if the Bidder fails to provide any clarification requested by the Employer within such time as is granted by the Employer to provide such clarification. A tender may be rejected if the unit rates or lump sums for some of the items in the bills of quantities are, in the opinion of the Employer, unreasonable, and the Bidder fails, within such time as is granted by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."

C.2.23 **Certificates**

*Add the following to the end of **Clause C.2.23**:*

"Bidders are required to submit the following certificates with the tender as per requirements of **Clause C.2.13.2**:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a Bidder satisfies CIDB contractor grading designation requirements through a joint venture or consortium, a JV/consortium CIDB certificate, together with CIDB certificates for each JV partner must be submitted."

B. Letter of Good Standing issued by the Compensation Commissioner (COLD) or Compensation Insurer.

C. Letter of Good Standing issued by the Department of Labour (UIF).

C.3 The Employer's Undertakings

C.3.1 Respond to Requests from the Bidder

C.3.1.1 *Substitute the contents of **Clause C.3.1.1** with the following:*

"The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and circulate responses to all bidders who attended the compulsory tender briefing meeting."

C.3.5 Two-envelope System

C.3.5.1 *Substitute the contents of **Clause C.3.5.1** with the following:*

"Where it is stated in the Tender Data that a two-envelope process is to be followed, open only the technical proposal of valid bids for evaluation by the Employer's evaluation committee. Technical proposals will not be opened in the presence of bidders' representatives, however a list of bids received on the closing date will be published on the Employer's website within 7 days of the tender closing date."

C.3.5.2 *Delete the contents of **Clause C.3.5.2** and replace with the following:*

"Evaluate functionality of the technical proposals offered by bidders, and only open the financial proposals of bidders who score the minimum number of functionality points or higher."

Financial proposals will not be opened in the presence of bidders' representatives."

C.3.7 Grounds for rejection and disqualification

*Add the following to the end of **Clause C.3.7**:*

"Bidders will be disqualified if -

- (a) There is no evidence that they were represented at the compulsory bid clarification meeting and site visit, subject to clause C.2.1.1(D) above.
- (b) Any of the Bidder's directors or shareholders are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business in the public sector.
- (c) If, from information given in the completed Compulsory Enterprise Questionnaire or SBD forms, the Employer considers that there is a potential conflict of interest concerning the bidder which may potentially compromise the tender process.
- (d) They have been restricted from doing business with the Employer.
- (e) In a two-envelope system, the bidder fails to submit both a technical proposal and a financial proposal.

C.3.8 Test for Responsiveness

C.3.8.2 *Add the following to the end of **Clause C.3.8.2**:*

"Tenders will also be considered non-responsive if:

- (a) Subject to clause C.3.11.1.1 below, the Tender offer does not meet any one of the eligibility criteria indicated as mandatory in Part T2.
- (b) The Bidder has not fully and correctly completed the Offer portion of D2.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Bidder's details are not completed fully and correctly, and the Bidder has failed to sign the Offer portion of D2.1.
- (c) The Bidder fails to respond, within such time frame granted by the Employer, to any written request for clarification, and such failure renders it impossible for the Employer to clarify any ambiguities in the bid submission, and therefore renders it impossible to evaluate the bid submission any further.
- (d) There are any other material deficiencies in the bid submission which cannot be cured by clarification.

C.3.11 Evaluation of Tender Offers

C.3.11.1 General

*Add the following clauses after **Clause C.3.11.1**:*

C.3.11.2 The Evaluation Method

Subsequent to the Prequalification Assessment (refer to the Tender Notice & Invitation to Tender), bids will be evaluated in a three-stage process, as follows –

STAGE 1: Compliance with administrative requirements in Part T2 (namely, completion of Schedules A1-A7, the Standard Bidding Documents, and submission of the returnable documents in Schedules B1-B5). In this stage, discretion may be applied to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance, provided that such returnable schedules or documents are of a purely administrative nature and do not pertain to the substance of the bid such as to affect the competitive position of bidders, by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid. Only compliant bids will proceed to Stage 2.

STAGE 2: Bids will be evaluated on the functionality criteria summarised in Clause C.3.11.2.2. Bids will first be evaluated against mandatory functionality criteria, and secondly on functionality criteria scored on a sliding scale. Only bids which –

- (i) meet all the mandatory criteria on capability;
- (ii) achieve the minimum score stipulated for each functionality sub-criterion; and
- (iii) score an overall minimum of 75 out of 100 points on functionality,

will proceed to Stage 3.

STAGE 3: Bids will be scored on the 80/20 price and preference points system.

The lowest priced bid will not necessarily be accepted and the Employer reserves the right to accept the whole or part of any tender, or not to consider any tender at all.

The Employer reserves the right to conduct due diligence on shortlisted bidders' ability to undertake the project. As such, the bidder will be required to submit at least three client references from clients to whom similar services have been provided.

SARAO reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.

C.3.11.2.1 Assess Mandatory Functionality Criteria

Bidders' proposed project teams will be evaluated against the mandatory requirements in Schedule B6-B10.

C.3.11.2.2 Score Functionality

The Functionality sub-criteria and maximum score in respect of each of the sub-criteria are listed in the table below.

Functionality Sub-criteria	Minimum Points	Maximum Points (W2)
Previous Experience and Track Record	30	40
Method Statement, Project Management, and SHERQ Management Plans	37.5	50
Localisation specific to the project	7.5	10
Total	75	100

The total number of tender evaluation points for functionality will be the sum of the points scored for each of the sub-criteria. The points for each sub-criteria will be calculated using the following equation:

$$NQ = W_2 \times \frac{S_0}{M_s}$$

Where:

NQ = Bidder's functionality points (per sub-criteria)

W2 = the maximum possible number of tender evaluation points awarded for the functionality as stated in the tender data

S0 = the score for functionality allocated to the submission under consideration

Ms = the maximum possible score for functionality in respect of a submission

Functionality shall be scored in accordance with ten separate schedules in Part T2.2: Returnable Schedules. The basis of scoring for each of the evaluation criteria are listed overleaf:

Mandatory Functionality Criteria		
Criteria	Basis for Assessment	Returnable Schedules
Capability	Qualifications, Experience and Professional Registration of Design and Construction Teams Project Organisational Chart for Key Design and Construction Personnel	Schedule B6-B10: Qualification, Experience, Professional registration of design and construction teams, and Project Organisational Chart

Scored Functionality Criteria		
Criteria	Basis of Scoring	Returnable Schedules
Previous Experience and Track Record	Past experience in delivering similar design and build contracts	Schedule B11: List of Current and Completed Projects
Method Statement, Project Management, and SHEQ Management Plans	Provide a method statement addressing minimum requirements Provide a detailed project management plan (PMP) for the duration of the contract Provide a detailed SHEQ management plan for the duration of the contract and Quality Management System or Equivalent.	Schedule B12-B14: Method Statement, Project Management, and SHEQ Management Plans
Localisation specific to the project	Evidence of the Bidder's existing Socio-Economic development activities and proposed Skills Transfer development plan	Schedule B15: Existing Socio-Economic development activities; Skills Transfer development plan

Functionality will be scored by not less than three evaluators. Each evaluator will assess each bid on the mandatory functionality criteria. With regard to the scored functionality criteria, the scores of all evaluators will be totalled and averaged to obtain the final score for Functionality.

The overall minimum score required for Functionality is 75 points out of a possible 100 (equivalent to 75%). Only those bidders who achieve the minimum scores for each functionality sub-criterion, and the overall minimum score of 75 points will be eligible to be evaluated further in Stage 3.

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

C.3.17 Provide Copies of the Contracts

*Add the following to the end of **Clause C.3.17**:*

“The number of paper copies of the signed contract to be provided by the Employer is ONE.”

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

C.4.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Bidder are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Bidder shall submit with the tender, appended to Schedule B15: Health, Safety, Environmental and Quality (SHEQ) Management Plan in T2.2 Returnable Documents, a detailed SHEQ Plan prepared in accordance with the Health and Safety Specification (given in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

C.4.2 Claims Arising after Submission of Tender

No claim arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be accepted by the Employer after the submission of any tender and the Bidder shall be deemed to have:

- (1) Read and fully understood the Conditions of Contract.
- (2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) Requested the Employer to make clear the actual requirements of anything contained in this bid document, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.

C.4.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Bidder to amend these rates and lump sums along the lines indicated by it.

The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Bidder fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T2: Returnable Documents

Number	Heading	Pages
T2.1	Schedule of Returnable Documents	19
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T2.1 SCHEDULE OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted as a whole. All schedules and forms must be properly completed as instructed, and the document shall not be taken apart or altered in any way whatsoever.

Bidders are required to complete each and every schedule and form listed below to the best of their ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Bidder.

Completion of the returnable schedules and submission of the returnable documents is mandatory. Failure to do so will result in a bid being held to be non-responsive, except in limited circumstances, namely, the Employer will allow bidders to complete returnable schedules not completed in the first instance or to submit returnable documents not submitted in the first instance where these are purely of an administrative nature (specifically, Schedules A1-A7, the Standard Bidding Documents, and Schedules B1-B5), and do not pertain to the substance of the bid such as to affect the competitive position of bidders, by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

T2.1.2 List of Returnable Schedules, Forms and Certificates

SCHEDULE	DESCRIPTION	PAGE
Company Specific Schedules		
A1	Authority to sign documents	23
A2	Certificate of attendance at site clarification meeting / site inspection	24
A3	Certificate of Authority for Joint Ventures / Consortia	25
A4	Compulsory Enterprise Questionnaire	26
A5	Bidder's bank account details and financial references	27
A6	Certificate of Insurance Cover (Professional Indemnity)	28
A7	Form concerning the fulfilment of the Construction Regulations, 2014	29
Standard Bidding Documents (SBD) for Compliance Assessment		
SBD 4	Bidder's Disclosure	30
SBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	32
Returnable Documents for Compliance Assessment		
B1	Certificate of CIDB Registration of Contractor	36
B2	Tax Clearance	37
B3	Proof of registration on National Treasury Central Supplier Database	38
B4	BBBEE Certificate or Sworn Affidavit	39
B5	Schedule of proposed sub-contractors	40
Returnable Documents for Functionality Assessment		
B6	Schedule of Key Design and Construction Personnel	41
B7	Certified copies of Professional Qualification of Key Design and Construction Personnel	46
B8	Certified copies of Professional Registration of Key Design and Construction Personnel	47
B9	Curriculum Vitae of Key Design and Construction Personnel	48
B10	Project Organisational Chart for Key Design and Construction Personnel	50
B11	Bidding Entity past experience in delivering similar space planning/ interior design contracts and other projects of similar scale	51
B12	Method Statement based on the scope of work specific to this project (include any required equipment shutdowns)	53
B13	Project Management Plan (PMP) Specific to this Project	54
B14	Health, Safety, Environmental and Quality (SHEQ) Management Plan for the execution of this project	55
B15	Evidence of the Bidder, Subcontractor & JV / Consortia partners existing socio-economic development activities and what will be implemented specific to this contract	56
Returnable Documents pertaining to the Contract		
B16	Amendments/ Alternatives and Qualifications by Bidder	58
B17	Record of Addenda to Tender Documents	59
B18	Joint Venture Agreement	60
D2.1	Form of Offer and Acceptance	70

D2.2	Contract Data	75
D3.1	Pricing Instructions	83
D3.2	Pricing Schedule	84

T2.2 RETURNABLE DOCUMENTS

NB: BIDDERS MUST COMPLETE THESE DOCUMENTS / FORMS IN BLACK TYPE OR BLACK INK

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a copy is attached, or

*Delete whichever is inapplicable

1.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
----	---------------------	--------------------------	---------------------

2.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
----	---------------------	--------------------------	---------------------

WITNESSES:

1.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
----	---------------------	--------------------------	---------------------

2.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
----	---------------------	--------------------------	---------------------

A2. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING AND SITE VISIT

This is to Certify that I/We*

of (Bidder)

of (address)

Telephone number Mobile number

E-mail

on (date)

have attended the clarification meeting and examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

****Delete whichever is inapplicable***

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

SIGNED ON BEHALF OF THE EMPLOYER:

NAME

SIGNATURE

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / CONSORTIA

This Returnable Schedule is to be completed only if the bidder is a joint venture or consortium.

We, the undersigned, are submitting this tender offer as a joint venture / consortium, and hereby authorise

Mr/Ms _____, authorised signatory of _____ company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note:

A copy of the Joint Venture / Consortium Agreement showing clearly the percentage contribution of each partner to the Joint Venture / Consortium must be included in the bid submission.

A4. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture / consortium, **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: CIDB 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: The attached SBD 4 must be completed for each attender and be attached as a tender requirement

Section 7: The attached SBD 6 must be completed for each attender and be attached as a tender requirement

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 nor 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 of 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 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:

--

ENTERPRISE NAME

--

DATE

--

NAME

--

POSITION

--

SIGNATURE

A5. BIDDER'S BANK ACCOUNT DETAILS AND FINANCIAL REFERENCES

Notes to Bidder:

1. The Bidder shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the bidder for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The bidder shall provide the following information:

(i)	Name of Account Holder:	
(ii)	Account Number:	
(iii)	Bank Name:	
(iv)	Branch Number:	
(v)	Bank and Branch Contact Details:	

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

A6. CERTIFICATE OF INSURANCE COVER (PROFESSIONAL INDEMNITY)

Note to Bidder:

In the event that the Bidder is a joint venture or consortium, the details of each partner must also be provided.

Professional Indemnity Insurance must be a minimum of double the contract value for this contract.

Bidders shall provide the following details of this insurance cover:

- (i) Name of Bidder:
- (ii) Period of Validity:
- (iii) Value of Insurance:

- Insurance for Works and Bidder's Equipment:

Company:

Value:

- Insurance for Bidder's Personnel:

Company:

Value:

- Motor Vehicles liability:

Company:

Value:

- Third Party liability:

Company:

Value:

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

A7. FORM CONCERNING THE FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014, as amended (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

5. Potential key risks identified and measures for addressing risks:

I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

YES	
NO	

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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 interest² 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 the 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 employed by the procuring entity? **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

.....
.....

² The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3. 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 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 consortium³ 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;
- 1.5 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.

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY REJECT MY 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.

.....
Date

.....
Signature

.....
Position

.....
Name of bidder

³ 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.

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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).

The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YE		NO	
S			

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that

the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

.....

.....

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

B1. CERTIFICATE OF CIDB REGISTRATION OF CONTRACTOR

A certificate of the bidder's CIDB registration issued by the Construction Industry Development Board (CIDB), shall be included in the bid submission as per the requirements of Clause C.2.1.1 of T1.2.2: Variations to the Standard Conditions of Tender.

Where a bidder satisfies CIDB Contractor grading designation requirements through a joint venture or consortium, such bidder must submit the joint CIDB grading, and certificates of contractor registration in respect of each partner.

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

DATE

B2. TAX CLEARANCE

Tenderers must be registered and in good standing with the South African Revenue Services (SARS), and as evidence of this, must append their CSD registration number and valid SARS Tax Clearance PIN Number to this Schedule (see Clause C.2.1.1 of T1.2.2: Variations to the Standard Conditions of Tender).

Bidders who are not registered with, or in good standing with SARS are not precluded from submitting bids, but must be registered and in good standing prior to Contract Award.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and CSD Supplier Number.



PIN NUMBER



CSD SUPPLIER NUMBER

SIGNED BY/ON BEHALF OF BIDDER:



NAME



SIGNATURE



DATE

B3. PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Bidders shall be registered with the National Treasury Central Supplier Data Base (CSD) and must submit documentary evidence/proof in the form of a valid CSD Registration Number issued by National Treasury as per the requirements of Clause C.2.1.1 of T1.2.2: Variations to the Standard Conditions of Tender.

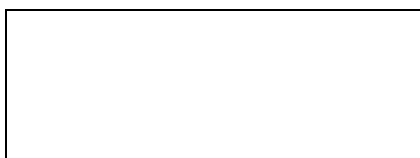
Bidders who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

Each party to a Consortium/Joint Venture must submit a separate CSD Registration Number.

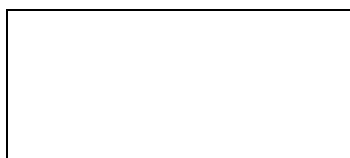


CSD REGISTRATION NUMBER

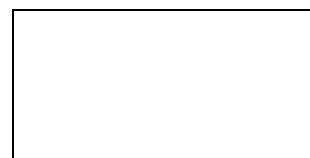
SIGNED BY/ON BEHALF OF BIDDER:



NAME



SIGNATURE



DATE

B4. B-BBEE CERIFICATE OR SWORN AFFIDAVIT

In order to claim B-BBEE points, bidders must submit a Valid BBBEE certificate issued by a Verification Agency accredited by SANAS; or in the case of Exempted Micro Enterprises (EMEs), a sworn affidavit confirming annual total revenue and level of black ownership or a BBBEE certificate issued by the Companies and Intellectual Property Commission; and in the case of Qualifying Small Enterprises (QSEs), a sworn affidavit confirming annual total revenue and level of black ownership.

Unincorporated joint ventures and consortia must submit a consolidated B-BBEE certificate.

Bidders will not be awarded points for B-BBEE status level where they intend to sub-contract more than 25% of the value of the contract to any enterprise that does not qualify for at least the points that such Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability an ability to execute the sub-contract.

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

DATE

B5. SCHEDULE OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/e-mail/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	% sub-contracted

NB: If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.3 of T1.2.2 Variations to the Standard Conditions of Tender.

Number of additional sheets submitted by the Bidder to this Schedule (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

DATE

B6. SCHEDULE OF KEY DESIGN AND CONSTRUCTION PERSONNEL

The tender offer shall include an organogram clearly showing the team of key design and construction personnel the Bidder proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The appointed bidder may not replace the key design and construction personnel proffered in this schedule without the prior written approval of the Employer.

In the case of a Joint Venture or where major sub-contractors are made use of, the organogram must show how respective responsibilities are to be allocated. Please follow the instructions as shown in the tables and submit accordingly.

Phase 1: Service providers must meet the MANDATORY functionality requirements listed below. Service providers that fail to achieve a “GO” for each functionality requirement will not be considered for further evaluation.

Criteria	Sub criteria	Indicators		Weight (Mandatory / Optional)	Assessment (GO / NO GO)
Capability (Qualifications, Experience and Professional Registration of Design and Construction Teams)	Design Team	Project Manager	Registration with a professional body or formal qualification	Optional	
			A minimum of 5 years' experience in project management of similar projects, with a value of at least R5m, and ensuring integration of various built environments with specialist disciplines during design and construction	Mandatory	
		Architect	Post professional registration with SACAP (South African Council for the Architectural Profession)	Mandatory	
			A minimum of 5 years' experience in design work for buildings with commercial industry experience on contracts of at least R5 million	Mandatory	
		Mechanical Engineer	Post professional registration with ECSA (Engineering Council of South Africa)	Mandatory	
			A minimum of 5 years' experience in Heating, Ventilation and Air Conditioning works (HVAC)		
		Electrical Engineer	Post professional registration with ECSA as a PR Eng (Professional Engineer, or PR Tech Eng (Professional Engineering Technologist)	Mandatory	
			Degree or B-Tech or Diploma in Electrical engineering	Mandatory	
			A minimum of 5 years' experience in electrical construction works in the commercial building industry	Mandatory	

	Construction Team	Construction Manager	Minimum of 5 years' experience in similar Construction Manager role combined with Project Management experience for similar projects with a value of at least R5 million, and should be able to ensure integration of various built environment with specialist disciplines during design and construction	Mandatory	
			Degree/B-tech in civil engineering or related built environment field e.g. property development	Mandatory	
			Professional registration with ECSA and/or SACPCMP ⁴	Mandatory	
		Project Manager <i>(it is acceptable for the project manager role on the design and construction teams respectively, to be fulfilled by the same team member)</i>	A minimum of 5 years' experience in project management of similar projects, with a value of at least R5 million, and ensuring integration of various built environments with specialist with specialist disciplines during design and construction	Mandatory	
			Registration with a Professional body or formal qualification	Mandatory	
		Site Foreman <i>(Full time on site)</i>	Professional registration with SACPCMP (South African Council for Projects and Construction Management Professionals)	Optional	
			Experience in the built environment required, with the below listed breakdown of years. - Degree: at least 5 years' experience - B-Tech: 6-8 years' experience - Diploma: 7- 10 years' experience	Mandatory	
		Installation Electrician	Registered Installation Electrician with ECA	Mandatory	
			Minimum 5 years' experience in commercial construction with knowledge of 3 Phase electrical system installation		
		Safety officer/She Rep <i>(Full time on site)</i>	Minimum of 5 years' experience as a Safety officer in construction projects	Mandatory	
			Registration with SAIOSH (South African Institute of Occupational Safety & Health)		

⁴ South African Council for the Project and Construction Management Professions

		Environment al officer <i>(Full time on site)</i> <i>(it is acceptable for this role to be fulfilled by the same team member responsible for the safety officer role, but only if such team member is also registered with SAIOSH)</i>	Minimum of 5 years’ experience in Construction Projects with Waste Management. The individual should have NEMA compliance knowledge that includes implementation of environmental management reports	Mandatory	
			Degree or B-Tech or Diploma or Certificate in Environmental Sciences or Environmental Management	Mandatory	
			Registration with SAIOSH (South African Institute of Occupational Safety & Health) This registration is optional although advantageous to those who submit.		
		Project Organisation al Chart for Key Design and Construction Personnel	The organogram and supplementary documentation meets the requirements of this bid, showing the hierarchy of all the key design and construction roles on the project team, and reporting lines and confirms the Bidder’s capacity to undertake this project Please ensure that this requirement is provided as no submission shows that the mandatory requirement has not been satisfied.	Mandatory	
Proceed to Evaluation on Scored Functionality Criteria? (Yes/No)					

Table 1: Schedule of Key Design and Construction Personnel

Note: In addition to Table 1, Bidders must submit a Project Organisational Chart identifying all resources indicated above and all support staff required to ensure successful delivery of the project, including interfaces with SARAO

Key Design & Construction Personnel	Name	Qualifications	Registration Number	No of years' experience in terms of required skills	Company Name & Physical address and contact details of local office
Design Team:					
Project Manager					
Architect					
Space Specialist/ Interior Designer					
Mechanical Engineer					
Electrical Engineer					
Construction Team					
Project Manager					
Construction Manager					
Site Foreman (Full time on site)					

Occupational Health, Safety & Environmental (SHE) Representative (Full time on site)					
--	--	--	--	--	--

B7. COPIES OF PROFESSIONAL QUALIFICATIONS OF KEY DESIGN AND CONSTRUCTION PERSONNEL

Copies of the professional qualifications of each Team Member listed in Schedule B6: Table 1, above, must be attached to this Schedule.

SIGNED BY/ON BEHALF OF BIDDER:

--	--	--

NAME

--

SIGNATURE

--

DATE

B8. COPIES OF PROFESSIONAL REGISTRATION OF KEY DESIGN AND CONSTRUCTION PERSONNEL

Copies of professional registration certificates of each individual Team Member listed in Schedule B6: Table 1, must be attached to this Schedule 1.

SIGNED BY/ON BEHALF OF BIDDER:

NAME

SIGNATURE

DATE

B9. CURRICULUM VITAE OF KEY DESIGN AND CONSTRUCTION PERSONNEL

CVs must be submitted in the required format.

Only include CVs for the required personnel as listed in the above table and in the format of the CV template provided in this schedule. Attach CVs in the order that the key Design and Construction Personnel are listed in Schedule B6.

Please note that if any changes are made to any personnel from the initial approved lists at the time of the tender award, written communication of all changes should be submitted to SARAO for approval to minimise any unforeseen risks.

Do NOT include CVs for support staff.

Please Note:

The Bidder should respond to the requirements listed in Table 1 and insert the details of the required personnel in the Schedule of Key Design and Construction Personnel and attach the supporting documentation and sub-contracting agreements (where applicable);

The Bidder must clearly indicate in the Table where one person can fulfil various roles;

The names listed in Table 1 for the Key Design and Engineering disciplines will be those personnel that carry design responsibility for the respective design engineering discipline;

Do not include support staff in the Schedule of Key Design and Construction Personnel. Only key personnel will be assessed. Support staff will therefore not be assessed. It is however the responsibility of the Bidder to ensure that the project is provided with adequate support capacity;

Where there are no names next to the suggested Key Design and Construction Personnel, it will be assumed that the Bidder does not have the personnel included in the professional team;

In order to qualify, the team must include all the Key Design and Construction Personnel (or indicate where one person fulfils other roles) and each Team Member must meet the minimum requirements in relation to qualification, registration and number of years' experience as stated in Table 1.

The Key Design and Construction personnel must be registered with their respective related regulatory bodies and have recognised qualifications. Registration with Councils, for those professions where Councils exist, and with Associations or Institutes for those professions where only Associations and / or Institutes exist is required.

Curriculum Vitae Template of Key Design and Construction Personnel Listed in Schedule

NAME OF COMPANY

1. Surname (and maiden name in brackets where applicable):
2. First name/s:
3. Date of birth:
4. Nationality:
5. Education and Specialist training:

Qualification	Institution	Date Obtained

6. Membership of Professional Bodies:

Registration Number:

7. Key Qualifications relevant to this project:

8. Key skills and expertise relevant to this project:

9. High-level overview of professional experience directly related to the role of the team member in this project:

Date (From – To):	
Client:	
Location:	
Position in firm or project role:	
High-level description of duties or responsibilities in position or project team:	
Date (From – To):	
Client:	
Location:	
Position in firm or project role:	
Date (From – To):	
Client:	
Location:	
Position in firm or project role:	
High-level description of duties or responsibilities in position or project team:	
References:	
Name:	
Position:	
Tel:	
Email:	

B10. PROJECT ORGANISATIONAL CHART FOR KEY DESIGN AND CONSTRUCTION PERSONNEL

Bidders must append an organisational chart for the key design and construction personnel to this Schedule.

B11. BIDDING ENTITY PAST EXPERIENCE IN DELIVERING SIMILAR SPACE PLANNING /INTERIOR DESIGN CONTRACTS AND OTHER PROJECTS OF SIMILAR SCALE

The minimum threshold for this schedule is 30 out of a possible 40 points allocated for delivering similar design and build contracts. Failure to achieve the minimum score for this section will result in disqualification.

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

Criteria	Sub criteria	Indicators	Minimum Score	Scoring Allocation
Previous experience and Track Record	Past experience in delivering similar design and build contracts	The bidding entity has <u>extensive</u> experience in delivering similar projects (i.e. More than 3 space planning/ interior design contracts with a value of at least R5 million)	30	40
		The bidding entity has <u>adequate</u> experience in delivering similar projects (i.e. 2 space planning/ interior design contracts with a value of at least R5 million)		30
		The bidding entity has <u>limited</u> experience in delivering similar projects (1 space planning/ interior design contracts with a value of at least R5 million)		22
		The Bidding entity has <u>no</u> experience in delivering similar space planning/ interior design contracts of similar scale		0
Sub-total			40 Points	

Table 2: List of Previous and Completed Projects

NAME OF COMPANY

PROJECT/EMPLOYER (Name, Tel. No and Fax No.)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

B12. METHOD STATEMENT BASED ON THE SCOPE OF WORK SPECIFIC TO THIS PROJECT (INCLUDE ANY REQUIRED EQUIPMENT SHUTDOWNS)

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

The minimum threshold for this schedule is 15 out of a possible 20 points for the Method statement. Failure to achieve the minimum score for this section will result in disqualification.

Criteria	Indicators	Sub-criteria	Minimum Score	Scoring Allocation
Method Statement	<p>The method statement must as a minimum address the following aspects:</p> <ul style="list-style-type: none"> • Planning; • Detailed Design process and approvals; • Lead time for manufactured products & transportation to site; • Safety, Health, Environmental & Quality considerations during the design phase; • Construction process (including all testing); • Safety, Health, Environmental & Quality compliance during the construction phase; • Testing and Verification; • Completion and handover; • Skills development; • Corporate Social Investment 	The method statement is specifically tailored to projects of R 10m minimum and details ways to improve the project outcomes and the quality of the outputs which address the specific project objectives and requirements. The approach is sufficiently flexible to accommodate changes that may occur during execution	15	20
		The method statement is specifically tailored to projects of R 10m minimum and addresses the specific project objectives provided within the requirements documentation accompanying this tender. The approach is sufficiently flexible to accommodate changes that may occur during execution		15
		The method statement is generic and not tailored to similar R 10m projects and does not address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project		11
		The method statement does not address the minimum objectives and requirements of the project and is of poor quality. It is unlikely to satisfy the project objectives or requirements as stated in previous fields		8
		Sub-total		20 Points

B13. PROJECT MANAGEMENT PLAN (PMP) SPECIFIC TO THIS PROJECT

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

The minimum threshold for this schedule is 7.5 out of a possible 10 points allocated for the Project Management Plan. Failure to achieve the minimum score for this section will result in disqualification.

Criteria	Indicators	Sub-criteria	Minimum Score	Scoring Allocation
Project Management Plan (PMP) specific to this project	Provide a detailed Project Management Plan (PMP) for the duration of this contract. The PMP must as a minimum address the following aspects: <ul style="list-style-type: none"> • Overview and project strategy • Project standards and setup • Project Scope • Cost and financial management • Project Schedule (<i>Including Appointment and Commencement of contract, Design Activities, Reviews and Approvals, Construction, Testing and Verification and Handover to Client</i>) • Risk Management • Sub-contractor management • System Engineering • information & document management • Communication and reporting 	The Project Management Plan exceeds the requirements in that it clearly defines how the contract will be successfully managed and leaves no doubt that the Bidder understands the requirements in terms of the project management and system engineering process and proposes clear processes & procedures in terms of the management of cost, schedule, quality and risk	7.5	10
		The Project Management Plan adequately meets the requirements with all the aspects required as part of the criteria are described in detail and SARAO is satisfied that the Bidder is capable of managing the execution of the contract		7.5
		The Project Management Plan is generic and average and does not address all the requirements for this criterion to be deemed sufficient for the project		3
		The Project Management Plan (PMP) does not meet the majority of the requirements		1
			Sub-total	10 Points

B14. HEALTH, SAFETY, ENVIRONMENTAL AND QUALITY (SHEQ) MANAGEMENT PLAN FOR THE EXECUTION OF THIS PROJECT

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

The minimum threshold for this schedule is 15 out of a possible 20 points allocated (7.5 points per each plan) for both the SHEQ plan and Quality Management plan respectively. Failure to achieve the minimum score for this section will result in disqualification.

Criteria	Indicators	Sub-criteria	Minimum Score	Scoring Allocation
Health, Safety, Environmental and Quality (SHEQ) Management Plan for the execution of this Contract	Provide a detailed SHEQ plan for the duration of this contract. The SHEQ plan must as a minimum address the following aspects: <ul style="list-style-type: none">• Applicable SHEQ standards• SHEQ measures during the contract• SHEQ Compliance management• SHEQ meetings• Communication and reporting	The SHEQ plan exceeds the requirements where innovative options (through technology/options/processes) are considered to manage SHEQ for the contract whilst also addressing: Health and Safety analysis during the design phase and how the Bidder will manage (and audit) during construction	7.5	10
		The SHEQ plan meets the requirements with all the aspects required as part of the criteria are described in detail by the SHEQ checklist provided by SARAO		7.5
		The SHEQ Plan is generic and does not address project specific requirements		5
		The SHEQ plan is poor and does not meet the requirements		3
Quality Management System or Equivalent, based on Quality Management principals, Certification and Compliance Standard	Quality Management System or Equivalent, based on the following principals - <ul style="list-style-type: none">• Customer focus;• Leadership;• Involvement of people;• Process approach;• System approach;• Continual improvement;• Fact-based decision making, and• Mutually beneficial supplier relationships	Quality Management System or Equivalent exceeds the requirements where innovative options (through technology/options/processes) are considered to manage Quality during the design phase and how the Bidder will manage (and audit) during construction	7.5	10
		Quality Management System or Equivalent meets all the aspects and requirements of Quality Management principles		7.5
		Quality Management System or Equivalent is generic and does not address Quality Management principles		5
		Quality Management System or Equivalent is poor and does not meet the requirements		3
Sub-total				20 Points

B15. EVIDENCE OF THE EXISTING SOCIO-ECONOMIC DEVELOPMENT ACTIVITIES OF THE BIDDER, ITS SUBCONTRACTOR AND JOINT VENTURE / CONSORTIA PARTNERS

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

The minimum threshold for this schedule is 7.5 points out of a possible 10 points, specifically, a minimum of 1.5 points for existing socio-economic activities and a minimum of 6 points for skills transfer development plans. Failure to achieve the minimum score for this section will result in disqualification.

Criteria	Indicators	Sub-criteria	Minimum Score	Scoring Allocation
Evidence of the Bidder's, its sub-contractors, and JV or consortium partners <u>existing Socio-Economic</u> development activities and proposed <u>Skills Transfer</u> development plan specific for this contract	Existing Socio-Economic development activities	Socio-Economic development activities which exceed the Bidders company objectives and provided evidence	1.5	2
		Socio-Economic development activities which meets the Bidders company objectives		1.5
		Generic Socio-Economic development activities		0.5
		Poor Socio-Economic development activities		0
	Skills Transfer development plan specific for this contract	The Skills Transfer development plan is <u>specifically tailored and details ways</u> on how to transfer skills through this project and other skills not associate through this contract	6	8
		The Skills Transfer development plan is <u>tailored and details ways</u> on how to transfer skills through this project		6
		The Skills Transfer development plan is <u>generic</u> on how to transfer skills through this project		4
		The Skills Transfer development plan is of poor quality and does not address how skills transfer will occur		0
Sub-total			10 Points	

Table 4: Evidence of the Socio-Economic Development Activities and Proposed Activities of the Bidder, its Sub-Contractors and Joint Venture / Consortium Partners

The bidder, its joint venture or consortium partners and sub-contractors must provide evidence of the entities implementing skills development, and /or mentorship programmes and corporate social investment programmes within each entity and the value of all entities investment into skills development and /or mentorship programmes. The bidder must provide information on these programmes as part of its response to this bid as well as what skills development programme / corporate social investment programme will be proposed for the scope of this project. The response must be provided in the following format:

Bidder Name / Joint Venture Name / Subcontractor	
Description of skills development programme/s & number of staff participating	
Description of mentorship programmes (if any) and number of people in programme	
Monetary value of programmes to date & awards	
Description of corporate social investment (CSI) programmes implemented by bidding entities	
Number of people impacted by implementation of CSI programme	
Total monetary value of CSI programmes implemented	

B16. AMENDMENTS/ ALTERNATIVES AND QUALIFICATIONS BY BIDDER

The schedules below are not an invitation for amendments, deviations or alternatives but should the Bidder desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder.

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(1) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- (a) *Amendments to the General and Special Conditions of Contract are not acceptable;*
(b) *The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(2) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- (a) *Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here.*
(b) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
(c) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(3) QUALIFICATIONS

ITEM ON WHICH QUALIFICATION IS MADE	DESCRIPTION OF QUALIFICATION

- (a) *The Bidder must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

If there is insufficient space above, the Bidder may append additional sheets.

Number of additional sheets appended by the Bidder to this Schedule

(If nil, enter NIL)

SIGNED BY/ON BEHALF OF BIDDER:

--

NAME

--

SIGNATURE

--

DATE

B17. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

If there is insufficient space above, the Bidder may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with Clause C.2.13.3 of T1.2.2 Variations to the Standard Conditions of Tender.

Number of additional sheets submitted by the Bidder in respect of this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF BIDDER:

--

NAME

--

SIGNATURE

--

DATE

B18. JOINT VENTURE AGREEMENT

If the Tendering entity is a Joint Venture, a certified copy of the signed Joint Venture Agreement is to be included in the bid submission as per the requirements of Clause C.2.1.1 of the T1.2: Variations to the Standard Conditions of Tender.

SIGNED BY/ON BEHALF OF BIDDER:

--

NAME

--

SIGNATURE

--

DATE

D1: Scope of Works

Number	Heading	Pages
D1.1	Background to the National Research Foundation and the South African Radio Astronomy Observatory (SARAO)	62
D1.2	Scope of Works	63

D1.1 BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION AND THE SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

The National Research Foundation (“NRF”) is a juristic person established in terms of section 2 of the National Research Foundation Act, Act 23 of 1998. The NRF supports and promotes research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programmes to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities. The NRF is a Schedule 3A entity in terms of the Public Finance Management Act of 1999 (Act 1 of 1999 as amended by Act 29 of 2000).

The South African Radio Astronomy Observatory (SARAO), a facility of the National Research Foundation, is responsible for managing all radio astronomy initiatives and facilities in South Africa, including the MeerKAT Radio Telescope in the Karoo, and the Geodesy and VLBI activities at the HartRAO facility. SARAO also coordinates the African Very Long Baseline Interferometry Network (AVN) for the eight SKA partner countries in Africa, as well as South Africa’s contribution to the infrastructure and engineering planning for the Square Kilometre Array (SKA) Radio Telescope. To maximise the return on South Africa’s investment in radio astronomy, SARAO is managing programmes to create capacity in radio astronomy science and engineering research, and the technical capacity required to support site operations. In the reference documentation, SKA SA is understood to mean SARAO.

South Africa and its 8 African partner countries were jointly awarded the SKA together with Australia. The SKA will be Africa’s largest science project which will be a hub for both local and international collaboration. The SKA Organisation has been established with its headquarters at Jodrell Bank in Manchester, United Kingdom. The five key science projects that will be undertaken by the SKA include:

- Probing the Dark Ages
- Galaxy Evolution
- The Origin and Evolution of Cosmic Magnetism
- Strong Field Tests of Gravity using Pulsars and Black Holes
- The Cradle of Life.

The first phase of the SKA1-MID project includes the addition of 133 antennas to the 64-dish MeerKAT radio telescope and the second phase of the project and will include up to 2000 antennas distributed across South Africa and its eight African partner countries.

SARAO has offices based in Johannesburg and Cape Town, as well as the HartRAO facility at Hartebeesthoek and radio-quiet SKA host site in the Karoo, 90km from Carnarvon in the Northern Cape, which hosts the Square Kilometre Array mid-frequency telescopes, MeerKAT, and KAT-7 radio telescope installations, as well as a number of guest instruments, including the HERA telescope.

Further information about SARAO can be found on www.ska.ac.za and the international SKA on www.skatelescope.org.za

D1.2 SCOPE OF WORKS

OVERVIEW

The SARAO Johannesburg office currently based in Rosebank has to relocate to NRF owned premises located in Observatory, Johannesburg (18a Gill Street). There are a number of buildings located on the site i.e. SAASTA Office, Telescope Facility, Guard House buildings, etc. SARAO will occupy the SAASTA building that consists of a three-storey building (Block A) with a corridor linked to a single storey building (Block B).

The three-storey building (Block A) has 3 floors on the North Elevation and 2 floors on the South Elevation. The North Elevation has 3 floors of open-plan display areas, with the South Elevation having 2 floors that consist of laboratories, Media rooms, Boardroom and Offices. Both elevations are linked by a covered courtyard, lobby and platform.

The open-plan display areas on the 2 floors will be converted into suitable office space including the necessary facilities for SARAO. Decorative work will be carried out on the single storey building (Block B) and link corridor.

The necessary remedial work to the external façade of the building will be carried out. This includes but not limited to Roof repairs, Painting, Tiling, existing Electrical Reticulation repairs, underground Sewer pipe replacement, etc.

Priority should be given to complete all internal related works for the office conversion in Block A first, thereafter Block B and external works.

SARAO will require the services of various specialists (Architectural including space planning/ spatial & interior design services, Electrical and Mechanical (HVAC) Engineers conduct the necessary inspections and provide detailed designs ready for execution including regulatory compliance and approval.

Please note that upon a successful tenderer being awarded a Spatial Planner/Interior Designer is a mandatory requirement with a minimum of 5 years' experience in analysing, enhancing office spaces to achieve a healthy allocation of employees within constructed buildings while effectively providing functional office space in the commercial industry with values of at least R 5 million. The personnel must have a Degree or B-Tech in Architectural Design as well as have a Post professional registration with SACAP (South African Council for the Architectural Profession). This requirement has to be met prior to contract award with the successful tenderer.

LOCALITY

The NRF building is located in the Gauteng Province, Observatory Johannesburg 18A Gill Street, SAASTA Building, as indicated in Figure 1 below –

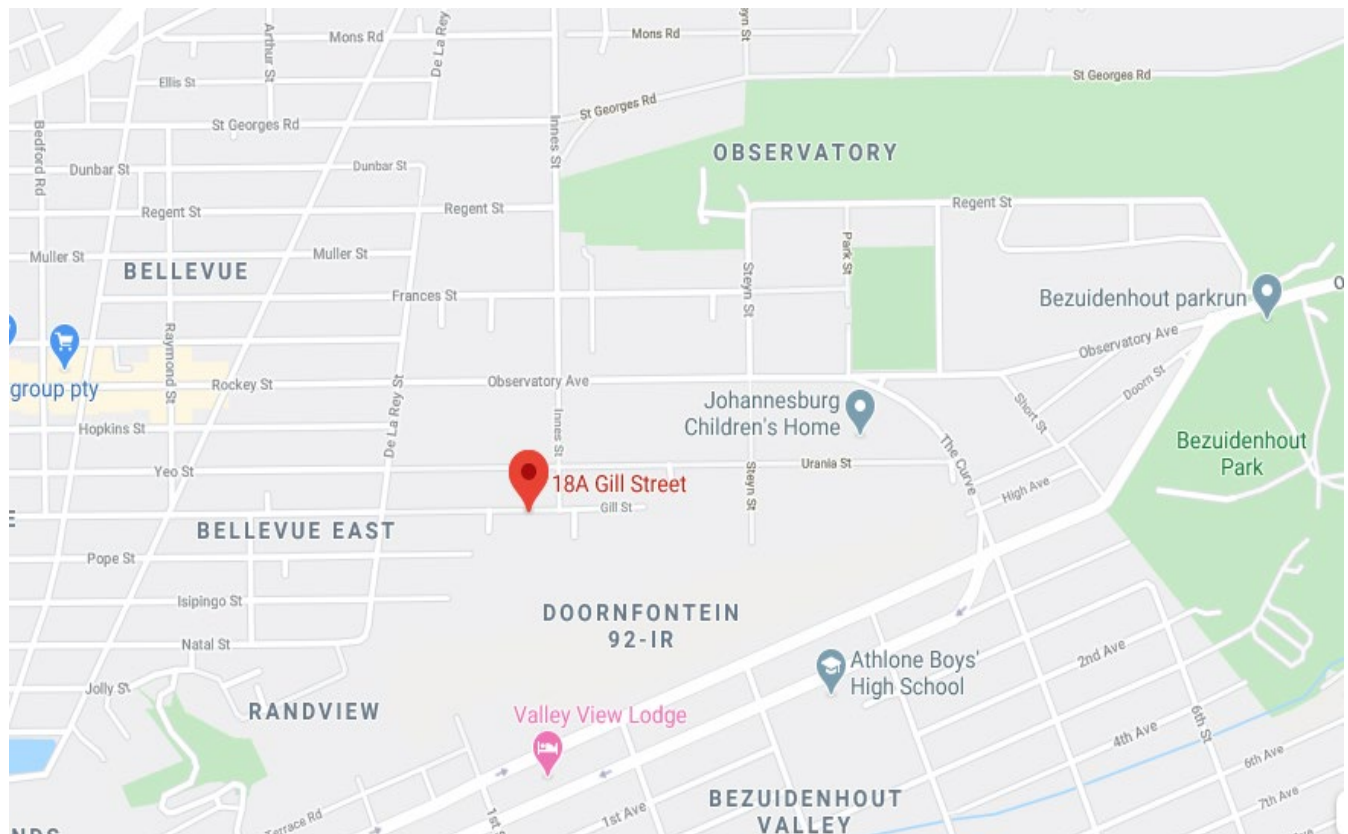


Figure 1: The NRF Building in Observatory Johannesburg is approximately 8km from the SARAO Rosebank Offices

DETAILED SPECIFICATION

Please refer to the Observatory Main Building Requirements Specification Document (Annexure B and Annexure C SARAO JHB Office Fit-Out Design Principles). This document has precedence over other applicable reference documents.

STANDARDS

S.A.N.S. Code of Practice 10142, as amended, for the Wiring of Premises.

The Occupational Health & Safety Act of 1993, as amended.

Latest edition: "Low Velocity and Duct Construction Standards" by SMACNA or SANS 1238 - 2005 and 10173 - 2003

SMACNA High Velocity Duct Construction Standards

Motor Standards SABS 948, BS 2613 and/or BS 170 or other applicable standards of their country of manufacture.

Additionally, the following equipment shall comply with the relevant South African Bureau of Standards (where available) and/or the British equivalent:

	<u>SABS</u>	<u>BSS</u>
Switchgear in general	:	162
Circuit Breakers	:	4752
Isolators	:	5419
Busbars	:	158 & 159
Fuses	:	88
Contactors	:	5424
Motor Starters	:	587
Indicating Instruments	:	89
Current Transformers	:	- 3938
<i>Standard Specification for low voltage equipment</i>		

All material and equipment must be SABS compliant.

DESIGN AND CONSTRUCTION PROCESS (295 DAYS)

SARAO will follow a System Engineering (SE) process to realise the design, construction, test & verification and handover the works. Based on the design requirements specification and supporting documentation issued by SARAO (refer to Annexure) the Bidder is expected to prepare a detailed design for the stated scope of works including regulatory compliance and approval.

The SE process will be managed internally within SARAO, with technical input and assistance from the successful Bidder as and when required. Bidders must also note that SARAO has specific configuration management for projects. All documentation, including drawings, will be compiled on specific templates which will be issued to the successful Bidder. There will also be a specific numbering system which will be provided to the successful Bidder.

Bi-weekly design progress meetings will be held between the design team and the SARAO team at the NRF Observatory offices in Johannesburg or via video conferencing. The Project Manager from the contractors design team will be responsible for keeping minutes for each meeting, including Requests for Information from SARAO. The design reviews and approval meetings will be held at the NRF Observatory offices in Johannesburg or via video conferencing.

The progress meetings during construction will be held at the NRF Observatory Site offices, Observatory, Johannesburg. These meetings will be held bi-weekly on a Wednesday; exact dates will be confirmed at a later stage. The Bidders Project Manager will be responsible for keeping minutes for each meeting, including keeping up to date records of all Requests for Information for the project.

High Level Schedule for Completion

Time for Completion – Design and Build Phase (295 Calendar Days)									
Detailed Design and Municipal Submission & Approvals (137 Calendar days)						Construction/Execution (116 Calendar days)			Defects Liability Period (12 months)
Contract Award (day 0)	Design Scope Review (7 Calendar days)	Preliminary Designs, On-site assessment & Review Meeting (14 Calendar days)	Detail Designs and review meetings (32 Calendar days)	SARAO Review & Approval (CDR) prior to the start of Construction/ Municipal submission (22 Calendar days)	Municipal Submission & Approval (62 Calendar days)	Construction (137 Calendar days)	Testing and Verification (14 Calendar days)	Commissioning (7 Calendar days)	Maintenance and Support (365 Calendar days)

Figure 2: SARAO Project Management Plan Process

DETAILED DESIGN AND MUNICIPAL SUBMISSION/APPROVAL (137 DAYS)

- Design Scope Review, the Bidder will review all issued documentation including requirements and necessary site visits to familiarize themselves with the site and required scope of work (7 Calendar Days);
- Preliminary Designs, conduct on-site assessment including review meetings (14 Calendar days);
- Detail Designs necessary for construction (Specifications, Drawings, Details ready for execution) and design review meetings (32 Calendar days);
- The detailed design will include the submission of the following documents/drawings to SARAO one (1) week prior to the Critical Design Review (CDR) being held:
 - Written Detailed Design report/s in Word and PDF format;
 - Construction Working Drawings in AutoCAD format DWG, DXF and PDF Format (including cable schedules, detailed specifications, LAN schematic, interior design specification) and a detailed Bill of Quantities for construction;
 - Final Test, Verification and Commissioning plan for the related works and associated infrastructure; (Bidder will prepare a test procedure based on the detailed design)
 - Maintenance procedures;
 - Final Health & Safety Analysis;
 - Final Product Assurance and Quality Management Plan for Construction;
 - Project Management Plan for Construction, Test, Verification, Commissioning and Handover;
 - Construction Schedule & Deployment strategy (including integration plan between all related work and infrastructure components);
 - Risk and Opportunity Register
- SARAO Review and Approval (CDR) prior to the start of Construction/ Municipal submission (22 Calendar days)

The CDR panel will review all documentation upon receipt. The CDR panel will through an Observation Action Register (OAR) raise questions/comments/clarifications which will be submitted to the design team. The design team will present their responses to the OAR at the CDR meeting in an effort to close-out these comments. Thereafter the CDR Panel will provide an approval notification on whether the detailed design can be submitted for Municipal approval and the commencement of the works.

- Municipal Submission for Approval (*62 Calendar days*).

The Bidder will be responsible for submitting all required information, drawings including submission fees and complete the necessary documents for Municipal approval, on behalf of SARAO.

The Bidders Construction Manager and design team shall be responsible for the verification and accuracy of the proposed design in terms of the deliverables supplied to them in this contract. These deliverables will include the applicable requirements, specifications including allowable deviation parameters for these requirements approved by SARAO.

CONSTRUCTION/EXECUTION (158 CALENDAR DAYS)

The Construction Manager and design team will be responsible for executing the following construction administration role:

- Input into content of health, safety and environmental management plan review and approval prior to construction; quality assurance plan review and approval prior to construction;
- Review and approval of the construction programme including project float, critical path items, holding points and items identified critical for integration;
- Convening weekly face to face site coordination meetings with appointed sub-contractors to ensure proper coordination and integration;
- Report on progress on implementing contract participation goals, socio-economic and skills transfer development requirements as defined in the contract;
- Prepare payment valuation for SARAO assessment, submission and approval;
- Undertaking health, safety, environmental, quality assurance audits in conjunction with SARAO team;
- Ensuring that the required design disciplines are involved in inspections as applicable to their work during construction;
- Compiling bi-weekly construction progress reports addressing the construction programme, Health and Safety and Quality, Sub Contractors, Materials on Site, progress photo's, plant and equipment on site, benefits register, targeted procurement goals, socio-economic and skills transfer development;
- Providing cash-flow and expenditure reports on a monthly basis to SARAO;

Priority should be given to complete all related works for the office conversion in Block A first, thereafter Block B and external works.

TEST, VERIFICATION, COMMISSIONING AND HANDOVER (14 + 7 CALENDAR DAYS)

The Construction Manager and design team will be responsible for executing the following during this phase:

- Participate in Physical Configuration Audit (PCA). This audit will verify the installation against the following documents: Specification, As-built installation drawings, Tender BOQ, Shop Drawings including Bill of Materials for all itemised items indicated on drawings
- Coordinate and undertake test and verification events in compliance with the test, verification and commissioning plan/ procedure defined during the detailed design phase;
- Lead all site acceptance tests that need to be undertaken while being witnessed by a SARAO representative;
- Liaise with local authorities to coordinate the required inspections and issuing of the Certificate of Occupancy and Electrical Certificate of Compliance
- Lead the commissioning/integration plan in conjunction with SARAO;
- Taking overall responsibility for coordinating the compilation of the as-built documentation in preparation for achieving an as-built baseline (ABBL):

- (i) As-built drawings (workshop, construction, Municipal approved, other) in PDF, dwg, dxf, Visio, etc. format both in hard copy and in soft copy. The hard copy must be signed off by the Architect/ design engineer and submitted to the SARAO;
 - (ii) All test, verification and commissioning reports must be reviewed and signed by the relevant design engineer and submitted to the SARAO;
 - (iii) Coordinate and supply operations, maintenance manuals and procedures from all suppliers and sub-contractors as per SARAO defined requirements. This shall include the coordination and compilation of the final hand-over package. The final hand-over package must be submitted in hard and soft copy (PDF, word, dwg, dxf, excel, etc.).
 - (iv) Coordination of the training of operational staff for all equipment and required maintenance procedures as per SARAO requirements;
 - (v) All finishing schedules, samples, attic stock, etc.
 - (vi) All Certificates of Compliance which are signed off by the Architect/ design engineers and the contractor;
- Lessons learnt report, Contractor to provide SARAO with a lessons learnt report including but not limited to Technical, Installation, Management, Resource, Supplier, Supply, Site and facility issues.

SARAO SITE CONSTRAINTS, FACILITIES AND CONDITIONS

Available Facilities and Restrictions

The Bidder must ensure that the construction area is well maintained and regular housekeeping is done. Random audits will be conducted by SARAO representatives to ensure this is achieved.

The Bidder is advised that SARAO has adopted a strict **No alcohol and illegal narcotic or other drugs policy** on site and shall be enforced by both the Contractor and SARAO, resulting in disciplinary action for offenders. Existing tenants are currently occupying the single storey building (Block B) and an alternative access will need to be created, due to the main entrance door not being accessible during construction.

SUPPORTING DOCUMENTS

Required by SARAO

All schedules as per the bid checklist and taking into account the schedule evaluation criteria provided

The following shall be submitted to SARAO for the works (2 hard copies and 1 USB flash drive):

- Detailed designs for the above scope of work including necessary site surveys and tests
- As-built drawings for above scope of work provided in the format stated in the Particular Conditions
- All design files in all formats (Dwg, Word, Pdf, Visio, etc.) and versions
- Electrical Certificate of Compliance
- Occupancy Certificate
- Operating and Maintenance Manuals and procedures
- Equipment selection including manufacturer certified information
- Shop drawings including wiring diagrams and refrigeration/ condensate piping diagram
- Inspection record cards/checklists

Information issued to Bidders

Refer to Annexure for attached information.

PERFORMANCE LEVELS

The SARAO requires the following levels of performance from the selected Bidder:

Performance Area	Required Level of Performance
<i>Completion – Design and Build Phase</i>	295 Calendar Days
<i>Detailed Design and Municipal Submission & Approvals</i>	137 Calendar Days
Design Scope Review	7 Days
Preliminary Designs, On-site assessment & Review Meeting	14 Days
Detail Designs and review meetings	32 Days
Municipal Submission & Approval	62 Days
Construction/Execution	158 Calendar Days
Construction	137 Days
Test and Verification	14 Days
Commissioning	7 Days
Completion of Defects Liability Period	12 Months

NOTES:

- Detailed design penalties of R4, 000.00 per day will be applied should the design team not meet the Required Levels of Performance defined in the Table above.
- Execution penalties of 0.05% of the Final Contract Price per day, to a maximum amount of 10% of the Final Contract Price will be applied should the construction contractor not meet the Required Levels of Performance defined in the Table above.

D2: Agreements and Contract Data

Number	Heading	Pages
D2.1	Form of Offer and Acceptance	70
D2.2	Contract Data	75

D2.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO: NRF/SARAO SJHB/03/2021-22 – PROVISION 295 DAYS OF DESIGN AND CONSTRUCTION WORKS FOR CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF OBSERVATORY BUILDING, JOHANNESBURG

The bidder, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

By the representative of the bidder, 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, within the Contract Period stated below.

A) THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

R(in figures) RAND (in words);

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 to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

SIGNED ON BEHALF OF/BY THE BIDDER:

NAME	SIGNATURE
CAPACITY	DATE

Name and Address of Organisation:

--

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data and for the contract period offered. 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 D1: Agreements and Contract Data (which includes this Agreement)
- Part D2: Pricing Data
- Part D3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts D1 to D3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents 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 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 two weeks of signing this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's implementing 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. 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 of signature of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	SIGNATURE
CAPACITY	DATE

Name and Address of Organisation

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. 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 Returnable Documents, as well as any confirmation, clarification or changes 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.

Schedule of Deviations (continued)

SIGNED ON BEHALF OF/BY THE TENDERER *(only on award of Contract)*:

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS *(only on award of Contract)*:

NAME	SIGNATURE	DATE

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

CONFIRMATION OF RECEIPT

The Bidder, (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)(year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR *(only on award of Contract):*

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS *(only on award of Contract):*

NAME

SIGNATURE

D2.2 Contract Data

Part 1: Contract Data Provided by the Employer

CONDITIONS OF CONTRACT

The following General Conditions of Contract are applicable for this Contract:

General Conditions which form part of the Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor, First Edition 1999 (Yellow Book) published by the International Federation of Consulting Engineers.

Copies of these General Conditions (Yellow Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel. 011 805 5947) or Consulting Engineers South Africa (CESA) (tel. 011 463 2022).

C2.2.2 PARTICULAR CONDITIONS

Part A: References from Clauses in the General Conditions:

Sub-Clause

1.1	Definitions	
1.1.2.2&1.3	Employer's Name and Address	2 Fir Street, Black River Park, Observatory (North Gate entrance), 7925 South Africa
	Email	rdaka@sarao.ac.za
	Telephone number	+27(0)11 442 2434
	Facsimile number	+27(0)11 442 2454
1.1.2.3&1.3	Contractor's name and address	
	Email	
	Telephone number	
	Facsimile number	
1.1.2.3	Contractor's Representative's name	
1.1.2.4&1.3	Engineer's Name and address	
1.1.3.3	Time for Completion of the works	295 Calendar days (including public holidays) for the whole of the works (Design & Municipal Approval 137 days, Construction 158 days)
1.1.3.7	Defects Notification Period	365 days (12 Months)
1.3	Electronic Transmission System	e-mail
1.4	Governing Law	Republic of South Africa
1.4	Ruling Language	English
1.4	Language for Communications	English
2.1	Time for access to the site	On completion of the Design and Approval Stage, unless otherwise agreed in writing by SARAO.

4.2	Amount of Performance Security	Ten (10)% of the Accepted Contract Amount, In the currencies and proportions in which the Contract Price is payable
4.21	Contractor and Labour Participation Goals Penalties	R10 000.00 per month on failure to unreasonably meet the targets, as determined by the Engineer
5.1	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	7 days
6.5	Normal working Hours	08:00 to 16:00 (unless otherwise agreed in writing by SARAO)
8.7&14.15(b)	Delay damages for the Works	0.05% of the Final Contract Price per day, in the currencies and proportions in which the Contract Price is payable
8.7	Maximum amount of Delay damages	10% of the Final Contract Price
13.8	Adjustment for Changes in Cost	The Prices will be Fixed and Firm
	<u>Coefficient; scope of index</u> 'a= 0.15 Fixed 'b= _____ 'c= _____ 'd= _____ 'e= _____	<u>Country of origin; currency of index</u> n/a South Africa
14.2	Total advance payment	Not applicable
14.3	Percentage of retention	5% of completed works reducing to 2.5% upon issue of Taking-Over Certificate and the balance released upon issue of the Performance Certificate.
14.3	Limit of Retention Money	2.5% of the Accepted Contract Amount
14.6	Minimum amount of Interim Payment Certificates	R50'000.00
14.15	Currency/Currencies of Payment	South African Rands as named in the Section of the Form of Offer and Acceptance called "Offer"

Part B: Additional Clauses:

1 General Provisions

1.1 Definitions

Deleted and replace 1.1.1.1 with:

"Contract" means the Form of Offer and Acceptance, Contract Data, these Conditions, the Employer's Requirements, the Specifications (Statement of Work), the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.

Deleted and replace 1.1.1.2 with:

"Contract Agreement" means the Form of Offer and Acceptance.

Deleted and replace 1.1.1.3 with:

"Letter of Acceptance" means the Form of Acceptance as contained in part C1.1 of the contract documents."

Deleted and replace 1.1.1.4 with:

"Letter of Tender" means the Form of Offer as contained in part C1.1 of the contract document."

Deleted and replace 1.1.1.6 with:

“Schedules” means the document(s) completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include Price Schedule, data lists and schedules of rates and/or prices”.

Deleted and replace 1.1.1.7 with:

“Contractor’s Proposal” means the information which the Contractor submitted with the Form of Offer and Acceptance, as included in the Contract. Such information shall include the proposal, structured as indicated in the Tender Data and information listed in the Returnable Schedules and may also include the Contractor’s preliminary design.

Deleted and replace 1.1.1.8 with:

“Tender” means that section of the Form of Offer and all other documents which the Contractor submitted as the proposal and Returnable Documents, as included in the Contract.

Add the following to 1.1.1.8:

“The word ‘Tender’ is synonymous with ‘Bid’, and the words ‘Letter of Tender’ with ‘Letter of Bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid’, and the words ‘Tender Documents’ with ‘Bidding Documents’.”

Deleted and replace 1.1.1.9 with:

“Appendix to Tender” means the completed section C1.2.2 “Contract Data”

Sub-Clause 1.5 Priority of Documents

Deleted and replace with:

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance;
- b) The Appendix to Tender within the Contract Data;
- c) The Particular Conditions within the Contract Data;
- d) These General Conditions;
- e) The Employer’s requirements;
- f) Standard and Project Specifications; and
- g) The Schedules.

If any ambiguity or discrepancy is found in the documents, the engineer shall issue any necessary clarification or instruction.

Sub-Clause 1.6 Contract Agreement

Delete the last paragraph:

“The cost of stamp duties and similar charges imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.”

Sub-Clause 1.12 Confidential Details

Add the following after the first paragraph:

“Any disclosure of information that form part of the contract shall not be disclosed without prior consent of the other Party.”

CLAUSE 2 THE EMPLOYER

Sub-Clause 2.4 Employer’s Financial Arrangements

Delete this sub-clause as it is not applicable. It is also not applicable anywhere where it is referenced in the conditions of contract.

CLAUSE 3 THE ENGINEER

Sub-Clause 3.4 Replacement of the Engineer

Change the notification period to:

"15 days"

CLAUSE 4 THE CONTRACTOR

Sub-Clause 4.4 Subcontractors

Add the following at the end of this Sub-Clause:

"The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor."

Sub-Clause 4.16 Transport of Goods

Add the following at the end of this Sub-Clause:

"The Contractor shall request the Engineer's permission to deliver any item of Goods to the Site. No Goods shall be delivered without this permission, which shall not relieve the Contractor from any obligation."

Sub-Clause 4.17 Contractor's Equipment

Add the following at the end of this Sub-Clause:

"The Contractor shall provide all necessary storage facilities on Site."

Sub-Clause 4.21 Progress Reports

Add the following at the end of this Sub-Clause:

- i) "Contractor and Labour participation goals, sub-contractors and suppliers, including their percentage participation in the Contract."
- ii) The Contractor shall submit a monthly report indicating the targets that have been met, those that have not been met and the reasons thereof. The Engineer will make a determination as to whether the reasons for the variations are valid and justifiable. The Engineer shall after making the determination inform the contractor of such determination and the implications thereof.

Failure to reach the CLPG shall render the contractor liable for a penalty as specified in the Appendix to tender.

Sub-Clause 4.22 Security of the Site

Add the following to the Sub-Clause:

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer or by a competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property.

CLAUSE 5 DESIGN

Sub-Clause 5.1 General Design Obligations

Add the following to the Sub-Clause at the end of the fourth paragraph:

"The Engineer and / or employer will review the Contractors Documents at the end of the Preliminary Design, the Detail Design Stages and during the Contract as and when required by the Engineer, prior to submission for approval by the Johannesburg Local Municipality."

Sub-Clause 5.6 As-Built Documents

Add the following at the end of the Sub-Clause:

"The As-Built drawings shall be provided in DWG, DXF and PDF formats."

CLAUSE 6 STAFF AND LABOUR

Sub-Clause 6.5 Working Hours

Add the following after the last paragraph:

The days of rest are Saturdays, Sundays and all gazetted South African public holidays.

Sub-Clause 6.7 Health and Safety

Add the following after the second paragraph:

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the South African Occupational Health and Safety Act (Act No. 85 of 1993), as amended and the Construction Regulations.

The Contractor shall provide proof to the Employer, within 14 days from the Commencement Date, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (No 130 of 1993).

CLAUSE 8 COMMENCEMENT, DELAYS and SUSPENSION

Sub-Clause 8.2 Time for Completion

Add the following:

"The Contractor shall complete the preliminary and detail design within the time for Completion, as per latest accepted and approved programme.

CLAUSE 10 EMPLOYER'S TAKING OVER

Sub-Clause 10.2 Taking Over Parts of the Works

Delete this Sub-Clause and Replace with:

"The employer will not take over any parts of the works. Taking over of the fully completed works as defined in the scope of works.

CLAUSE 13 VARIATIONS AND ADJUSTMENT

Sub-Clause 13.8 Adjustment in Cost

Replace the sub-clause with the following:

"The value of the payment certificate is to be adjusted in accordance with the Contract Price Adjustment Schedule determined according to the formula, where applicable:

$$(1-x) \left[\frac{C_t}{C_o} - 1 \right]$$

in which the symbols have the following meaning:

'x' is the proportion of "Ac" which is not subject to adjustment. Unless otherwise stated in the Appendix this proportion shall be 0.15.

Where the index C shall be the Consumer Price Index for the historical metropolitan areas (CPI) as published by Statistics South Africa in Table B.1 of Statistical release P0141.

The suffix 'o' denotes the basic index applicable to the base month, which shall be the month prior of the expired 12 month fixed priced contract.

The suffix 't' denotes the current index applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

Refer to Sub Clause 13.8 of the Particular Conditions in the conditions of contract.

CLAUSE 14 CONTRACT PRICE AND PAYMENT

Sub-Clause 14.6 Issue of Interim Payment Certificates

Insert the following at the end of the last sentence of the first paragraph:

', and shall include any amounts due to or from the Contractor in accordance with a decision by the DAB made under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]

Sub-Clause 14.7 Payment

Insert the following before ‘; and’:

‘including any amounts due in accordance with a decision by the DAB which have been included in the Interim Payment Certificate’

CLAUSE 18 INSURANCE

18.1 Insurances to be affected by the Contractor

18.1.1. The Contractor, at their own cost, effect and maintain the insurances listed below in the joint names of the NRF and the contractor. The NRF as the Client requires proof of the following insurances.

18.1.1.1 Contract Works insurance

The minimum amount of cover for insurance against loss of or damage to the works Plant, Materials and Equipment. The recommended insurance sum is R10 million. A coupon policy for Special Risks insurance issued by SASRIA must also be provided.

18.1.1.2 Public Liability Insurance

The minimum amount of cover for insurance against loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works. The limit of indemnity for Public Liability Insurance must be R3 million.

18.1.2. Special Insurances

In addition to the insurances required above, the following must be in place in the Contractors’ name:

18.1.2.1. Personal Accident

The minimum amount of cover for insurance against death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s common law liability for people falling outside the scope of the Act.

18.1.2.2. Professional Indemnity

The minimum amount of cover in respect of any allegation made against bidder for professional negligence in the practice of their profession. The limit of Indemnity for Professional Indemnity Insurance must be R3 million.

CLAUSE 20 CLAIMS, DISPUTES AND ARBITRATION

Sub-Clause 20.4 Obtaining Dispute Adjudication Board’s Decision

Insert the following as a new penultimate paragraph:

‘If the decision of the DAB requires a payment by one Party to the other Party, the DAB may require the payee to provide an appropriate security in respect of such payment’

Sub-Clause 20.7 Failure to Comply with Dispute Adjudication Board’s Decision

Replace Sub-Clause 20.7 in its entirety with:

‘In the event that a Party fails to comply with any decision of the DAB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration] for summary or other expedited relief, as may be appropriate. Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.’

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

Telephone:

Fax:

Email:

SIGNED ON BEHALF OF/BY THE BIDDER:

NAME	SIGNATURE
CAPACITY	DATE

D3: Pricing Data and Pricing Schedule

Number	Heading	Pages
D3.1	Pricing Instructions	83
D3.2	Pricing Schedule	84

D3.1 Pricing Instructions

1. **Only fixed and firm price will be accepted.** Non-fixed and firm prices (including prices subject to rates of exchange variations) will not be considered.
2. Price quotes is **fully inclusive** of all costs including delivery to the specified NRF site; Value Added Tax (VAT) and other taxes (this includes all disbursement and travel costs) and Consumer Price Adjustment (CPA) per annum.
3. A full breakdown of costs, including the detailed pricing schedules (Annexure A), contingencies, professional fees, travel and disbursements must be in format as set out below and, where applicable, in supporting schedules and provided.
4. The completed detailed pricing schedule Annexure A shall form part of this tender submission and will be completed in **black type or black ink only.**
5. The Conditions of Contract, the Contract Data and the Scope of Work shall be read in conjunction with the Pricing Schedule.
6. Bid price in South African currency, foreign exchange risk is for the account of the bidder.
7. It will be assumed that prices included in the Pricing Schedules are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date of bids (refer to www.stanza.org.za or www.iso.org for information on standards).
8. All costs associated with compliance to the Occupational Health and Safety Act, the National Environmental Management Act and the Water Act must be included in the bidding price where applicable.

D3.2 Pricing Schedule

NOTE: ALL SUMMARY COSTS CARRIED FROM DETAILED PRICING SCHEDULE ANNEXURE A. THE COMPLETED DETAILED PRICING SCHEDULE ANNEXURE A SHALL FORM PART OF THIS TENDER SUBMISSION AND WILL BE COMPLETED IN BLACK INK ONLY

Item	Description	Unit	Bid Amount
1	PRELIMINARIES AND GENERAL	Sum	R
2	ALTERATIONS	Sum	R
3	MASONRY	Sum	R
4	ROOF COVERINGS ETC	Sum	R
5	CARPENTRY AND JOINERY	Sum	R
6	CEILINGS, PARTITIONS, ETC	Sum	R
7	FLOOR COVERINGS	Sum	R
8	METALWORK	Sum	R
9	PLASTERING	Sum	R
10	TILING	Sum	R
11 2.8 2.9 2.10	ELECTRICAL INSTALLATION	Sum	R
12	PAINTWORK	Sum	R
13	PROVISIONAL AMOUNTS	Sum	R
14	SUB TOTAL (0+1+2)		R
15	DESIGN FEES AND DISBURSEMENT	Sum	R
16	TOTAL (EXCLUDING VAT)		R
17	VALUE ADDED TAX (15%)		R
18	TOTAL (INCLUDING VAT) CARRIED TO FORM C1.1 OFFER AND ACCEPTANCE AGREEMENT		R

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDER:

OFFERED TOTAL: R.....
(Amount brought forward from
The Form of Offer)*

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall apply.

SIGNED BY/ON BEHALF OF BIDDER

NAME	SIGNATURE	DATE
	COMPANY STAMP	

Declaration

(In respect of completeness of Tender)

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part D3 of this Contract Document in consecutive order upon which my/our tender for the **BID NO: NRF/SARAO SJHB/03/2021-22 – PROVISION OF 295 DAYS DESIGN AND CONSTRUCTION WORKS FOR CONVERSION OF COMMERCIAL OFFICE SPACE AT NRF OBSERVATORY BUILDING, JOHANNESBURG**, has been based.

SIGNED BY/ON BEHALF OF BIDDER



NAME



SIGNATURE



DATE

Annexures

Annexure No.	Annexure Title
Annexure A:	Detailed Pricing Schedule
Annexure B:	Observatory Main Buildings Requirements Regulation
Annexure C:	SARAO JHB Office Fit Out Design Principles
Annexure D:	Health and Safety Requirements, and Mandatory Agreement (2 Items)
Annexure E:	CIDB Standard Tender Regulation
Annexure F:	SHE Inspection Report