



## **TENDER DESCRIPTION:**

**NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN  
CARNAVON (PLANNING, DESIGN SERVICES AND  
CONSTRUCTION 158 DAYS), NORTHERN CAPE**

## **RE-ADVERTISEMENT**

**BID NO: NRF/SARAO SEAT/17/2021-22**

**Closing Date: Friday, 10 February 2023**

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SCM Contact Person: Anwuli Okecha	<a href="mailto:anwuli@sarao.ac.za">anwuli@sarao.ac.za</a>

**NAME OF BIDDER:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

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## GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNARVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE
<b>CIDB CONTRACTOR GRADING</b>	:	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
<b>COMPULSORY CLARIFICATION MEETING</b>	:	<p>A virtual compulsory clarification meeting will take place on Monday, 23 January 2023 at 11:00AM.</p> <p>To register in advance for the briefing session, click on the following link: <a href="https://ska.zoom.us/meeting/register/tJEsd-CurTwiEtyoeDjtCzaAw1Dbug9_347Q">https://ska.zoom.us/meeting/register/tJEsd-CurTwiEtyoeDjtCzaAw1Dbug9_347Q</a></p> <p>After registering, bidders will receive a confirmation email containing information about joining the meeting</p>
<b>COMPULSORY SITE VISIT</b>	:	<p>A compulsory site visit will take place on Wednesday, 25 January 2023 at 10:00AM, at the following venue – ERF 1883, No. 17 Masolkeweg Street Carnarvon, Northern Cape</p>
<b>CLOSING DATE</b>	:	Friday, 10 February 2023
<b>CLOSING TIME</b>	:	11.00AM
<b>SUBMISSION INSTRUCTIONS</b>	:	<p><u>Electronic submissions</u> must be sent to <a href="mailto:tenders@sarao.ac.za">tenders@sarao.ac.za</a></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 must 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> <p>Bidders may use WeTransfer, Dropbox, or Google Drive to submit their bid submissions.</p>

**TENDERER'S REPRESENTATIVE CONTACT INFORMATION:**

NAME OF TENDERER: .....

CONTACT PERSON: .....

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

CELL PHONE NUMBER: .....

E MAIL ADDRESS: .....

**SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY****BID NO: NRF/SARAO SEAT/17/2021-22****NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNARVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE (RE-ADVERTISEMENT)**

<b>Contents</b>		
<b>Number</b>	<b>Heading</b>	<b>Page</b>
<b>The Tender</b>		
<b>T1: Tendering Procedures</b>		
T1.1	Tender Notice and Invitation to Tender	6
T1.2	Tender Data	9
<b>T2: Returnable Documents</b>		
T2.1	Schedule of Returnable Documents	18 18
T2.2	Returnable Documents	20 20
<b>The Contract</b>		
<b>D1: Scope of Works</b>		
D1.1	Background to the National Research Foundation and the Square Kilometre Array	59
D1.2	Scope of Works	60
<b>D2: Agreements and Contract Data</b>		
D2.1	Form of Offer and Acceptance	67
D2.2	Contract Data	72
<b>D3: Pricing Data</b>		
D3.1	Pricing Instructions	80
D3.2	Pricing Schedule	81

# T1: Tendering Procedures

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Number	Heading	Pages
T1.1	Tender Notice and Invitation to Tender	6
T1.1.1	Locality Plan: Site Visit	8
T1.2	Tender Data	9
T1.2.1	Standard Conditions of Tender	9
T1.2.2	Variations to The Standard Conditions of Tender	9
T1.2.3	Additional Conditions of Tender	16

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

**BID NO: NRF/SARAO SEAT/17/2021-22**

#### **NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNARVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE (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) -

<b>Bid Number</b>	<b>Bid Description</b>	<b>CIDB Grading</b>	<b>Bid Closing Date and Time</b>
NRF/SARAO SEAT/17/2021- 22	NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNARVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE	5GB or Higher <sup>1</sup>	Friday, 10 February 2023 at 11.00AM

#### **COMPULSORY BID CLARIFICATION MEETING AND SITE VISIT**

A compulsory virtual bid clarification meeting (using the Zoom Application), followed by a site visit, will be held as detailed below:

##### **Bid Clarification Meeting:**

Date: 23 January 2023

Time: 11:00AM

To register in advance for the briefing session, click on the following link: [https://ska.zoom.us/meeting/register/tJESd-CurTwiEtyoeDjtCzaAw1Dbug9\\_347O](https://ska.zoom.us/meeting/register/tJESd-CurTwiEtyoeDjtCzaAw1Dbug9_347O). After registering, bidders will receive a confirmation email containing information about joining the meeting

##### **Site Visit:**

Date: 25 January 2023

Time: 10:00AM

Venue: ERF 1883, No 17 Masolkeweg Street, Carnarvon, Northern Cape

Persons attending the clarification meeting and site visit must be duly authorised to represent the bidder. Any bid submitted by a bidder not represented at the clarification meeting and site visit will be rejected.

**Bidders who attended the clarification meeting and site visit held on 17 & 22 September 2021 need not attend a second time. SARAO will confirm bidders' attendance of the previous sessions with attendance registers recorded and kept.**

**PRE-QUALIFICATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO. 5, 2000 (PPPFA) WILL BE APPLIED AS FOLLOWS:**

<sup>1</sup> 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

In terms of the Preferential Procurement Regulation 2017, pre-qualification criteria for preferential procurement as specified in Regulation 4 will apply as follows –

- (a) Bidders must have a BBBEE status level of between 1 and 3.

**Bids which fail to meet the stipulated pre-qualification criteria will be disqualified.**

**PREFERENTIAL PROCUREMENT SYSTEM:**

The 80/20 preference points system as prescribed in 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.

**EVALUATION CRITERIA:**

Bidders must meet the evaluation criteria detailed in Clause C.3.11.2 of the Tender Data. Bidders must meet all the mandatory evaluation criteria, and achieve the minimum score stipulated for each sub-criterion of the functionality criteria, and an overall minimum score of 75% for functionality. **Failure to achieve this minimum score shall result in a bid being held to be non-responsive and therefore disqualified.**

**BID PUBLICATION**

Bid documents will be available from **Monday, 5 December 2022** on the following websites: [www.sarao.ac.za/tenders](http://www.sarao.ac.za/tenders), [www.cidb.org](http://www.cidb.org) and [www.etenders.gov.za](http://www.etenders.gov.za)

**BID SUBMISSION**

Electronic submissions must be sent to [tenders@sarao.ac.za](mailto:tenders@sarao.ac.za)

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 must be in searchable PDF format.

Bidders are to send an email to [tenders@sarao.ac.za](mailto:tenders@sarao.ac.za) post submission with the password to their financial envelope. Receipt will be confirmed by SARAO via email.

**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 tender.

**BID ENQUIRIES**

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

Technical Queries:

Ms Rosalynn Daka, Project Manager

Email: [rdaka@sarao.ac.za](mailto:rdaka@sarao.ac.za)

Procedural Queries:

Ms. Anwuli Okecha, SCM Specialist

Email: [anwuli@sarao.ac.za](mailto: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. Bidders who have been to site during the previous advertisement for this site do not need to visit the site again.

**Date:** Wednesday, 25 January 2023

**Time:** 10.00AM

**Venue:** ERF 1883, No 17 Masolkeweg Street, Carnarvon, Northern Cape, South Africa

**GPS Coordinates:** 30°57'53.8"S 22°08'10.2"E

**Maps Link:** <https://goo.gl/maps/49NV4vvtaE1Qxgj26>



## 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](http://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	<b>General</b>
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C.1.1	<b>Actions</b>
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*Add the following to the end of **Clause C.1.1.1**:*

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

C.1.2	<b>Tender Documents</b>
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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	<b>Bidder's Obligations</b>
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C.2.1	<b>Eligibility</b>
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C.2.1.1	<i>Add the following to the end of <b>Clause C.2.1.1</b>:</i>
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**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 attend the compulsory clarification meeting, and have Form A2 "Clarification Meeting Certificate and Proof of Attendance" signed by the Employer's agent will be eligible to submit a tender offer. Only Bidders who attend the compulsory site visit and sign the attendance register will be eligible to submit a tender offer.

Note - Bidders who attended the briefing session and site visit held on 17 & 22 September 2021 need not attend a second time. 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 provide their CSD registration number and valid SARS Tax Clearance PIN Number.

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 by SARAO, failing which the bid will be disqualified from further consideration.

Each party to a Consortium/Joint Venture must 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 (COLD) 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.

Bidders who attended the clarification meeting and site visit held on 17 & 22 September 2021 need not attend a second time. SARAo will confirm bidders' attendance of the previous sessions with attendance registers recorded and kept.”

### **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 must comprise two separate electronic folders or subfolders as follows:

- “**Technical**” (**T<sup>1</sup>**) **submission** (Technical submissions must be in searchable PDF format), and
- “**Financial**” (**F<sup>2</sup>**) **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](mailto: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 (**T<sup>1</sup>**), and the second with the Financial response (**F<sup>2</sup>**). 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](mailto: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 90 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 90 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 (Coid) 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) They do not meet the prequalification criteria of BBBEE Level of between 1 to 3 status of contributor.
- (b) There is no evidence that they were represented at the compulsory bid clarification meeting and site visit.
- (c) 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.
- (d) 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.
- (e) They have been restricted from doing business with the Employer.
- (f) 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.3.11.2 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.

Due diligence will be carried out on the recommended bidder, as such the bidder will be required to submit at least three client references from clients to whom similar services have been provided.

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.

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.

<b>Functionality Sub-criteria</b>	<b>Schedule</b>	<b>Minimum Points</b>	<b>Maximum Points (W2)</b>
Previous Experience and Track Record	B11	30	40
Method Statement, Project Management, and SHEQ Management Plans	B12-B14	37.5	50
Localisation specific to the project	B15	7.5	10
<b>Total</b>		<b>75</b>	<b>100</b>

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:

$$N_Q = W_2 \times \frac{S_0}{M_S}$$

Where:

*N<sub>Q</sub>* = Tenderer's functionality points (per sub-criteria)

*W<sub>2</sub>* = the maximum possible number of tender evaluation points awarded for the functionality as stated in the tender data

*S<sub>0</sub>* = the score for functionality allocated to the submission under consideration

*M<sub>S</sub>* = the maximum possible score for functionality in respect of a submission

Functionality shall be scored in accordance with ten (10) separate schedules in Part T2.2: Returnable

Schedules. The basis of scoring for each of the functionality 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	<b>Schedule B6-B10:</b> Qualification, Experience, Professional registration of design and construction teams, and Project Organisational Chart

Scored Functionality Criteria		
Criteria	Basis of Scoring	Returnable Schedules
<b>Previous Experience and Track Record</b>	Past experience in delivering similar design and build contracts	<b>Schedule B11:</b> List of Current and Completed Projects
<b>Method Statement, Project Management, and SHEQ Management Plans</b>	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	<b>Schedule B12-B14:</b> Method Statement, Project Management, and SHEQ Management Plans
<b>Localisation specific to the project</b>	Evidence of the Bidder's existing Socio-Economic development activities and proposed Skills Transfer development plan	<b>Schedule B15:</b> 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 (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.**

### **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 B14: 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:

- (a) Read and fully understood the Conditions of Contract.
- (b) 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.
- (c) 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.
- (d) 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

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Number	Heading	Pages
T2.1	Schedule of Returnable Documents	1818
T2.2	Returnable Documents	20

## 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. The document should 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
<b>Company Specific Schedules</b>		
A1	Authority to Sign Documents	21
A2	Certificate of attendance at bid clarification meeting and site visit	22
A3	Certificate of Authority for Joint Ventures / Consortia	23
A4	Compulsory Enterprise Questionnaire	24
A5	Tenderer's bank account details and financial references	25
A6	Certificate of Insurance Cover (Professional Indemnity)	26
A7	Form concerning the fulfilment of the Construction Regulations, 2014	27
<b>Standard Bidding Documents (SBD) for Compliance Assessment</b>		
SBD 4	Bidder's Disclosure	28
SBD 6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017	30
<b>Returnable Documents for Compliance Assessment</b>		
B1	Certificate of CIDB Registration of Contractor	34
B2	Tax Clearance	35
B3	Proof of registration on National Treasury Central Supplier Database (CSD)	36
B4	BBBEE Certificate or Sworn Affidavit	37
B5	Schedule of Proposed Subcontractors	38
<b>Returnable Documents for Functionality Assessment</b>		
B6	Schedule of Key Design and Construction Personnel	39

B7	Certified copies of Professional Qualifications of Key Design and Construction Personnel	43
B8	Certified copies of Professional Registrations of Key Design and Construction Personnel	44
B9	Curriculum Vitae of Key Design and Construction Personnel	45
B10	Project Organisational Chart for Key Design and Construction Personnel	47
B11	Bidding Entity past experience in delivering similar space planning/ interior design contracts and other projects of similar scale	48
B12	Method Statement based on the scope of work specific to this project (include any required equipment shutdowns)	50
B13	Project Management Plan (PMP) Specific to this Project	51
B14	Health, Safety, Environmental and Quality (SHEQ) Management Plan for the execution of this project	52
B15	Evidence of Bidder's existing socio-economic development activities and skills transfer development plan	53
<b>Returnable Documents pertaining to the Contract</b>		
B16	Amendments/ Alternatives and Qualifications by Bidder	55
B17	Record of Addenda to Tender Documents	56
B18	Joint Venture / Consortium Agreement	57
D2.1	Form of Offer and Acceptance	67
D2.2	Contract Data	72
D3.1	Pricing Instructions	80
D3.2	Bill of Quantities	81

## **T2.2      RETURNABLE DOCUMENTS**

**NB: TENDERERS 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 certified copy is attached, or

.....

.....

\*Delete whichever is inapplicable

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

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

WITNESSES:

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

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

## A2. CERTIFICATE OF ATTENDANCE AT BID CLARIFICATION MEETING AND SITE VISIT

This is to Certify that I/We\* .....

of (Tenderer) .....

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 TENDERER:**

**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 Tenderer 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**

**Section 8: The attached SBD 8 must be completed for each attender and be attached as a tender requirement**

**Section 9: The attached SBD 9 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:

- authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 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. TENDERER'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 tenderer 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 tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer 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 TENDERER:**

--

**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.

Refer to Particular Conditions of Tender. 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: .....

The successful Bidder shall take full responsibility to restore any damaged existing NRF (SARAO) infrastructure to the status it was prior to damage.

### SIGNED BY/ON BEHALF OF TENDERER:

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.

<b>YES</b>	
<b>NO</b>	

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.

<b>YES</b>	
<b>NO</b>	

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**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 interest<sup>2</sup> 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 .....  
.....  
.....

---

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding;
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- 3.5 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

---

<sup>3</sup> 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;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;

- (i) “QSE” means a qualifying small business 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;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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)

YES		NO	
-----	--	----	--

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-BBE 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

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## **B1. CERTIFICATE OF CIDB REGISTRATION OF CONTRACTOR**

A certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) must 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 Tenderer satisfies CIDB Contractor grading designation requirements through a joint venture or consortium formation, such tenderer must submit the joint CIDB grading, and certificates of Contractor Registration in respect of each partner.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

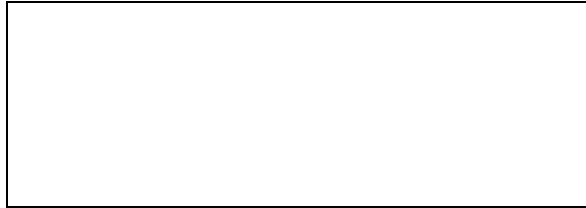
**DATE**

## **B2. TAX CLEARANCE**

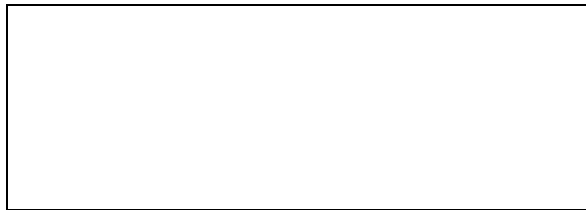
Tenderers must be registered and in good standing with the South African Revenue Services (SARS), and as evidence of this, must append their CSD registration number and valid SARS Tax Clearance PIN Number to this Schedule (see Clause C.2.1.1 of T1.2.2: Variations to the Standard Conditions of Tender).

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 must submit a separate Tax Clearance PIN Number and CSD Supplier Number.



**PIN NUMBER**



**CSD SUPPLIER NUMBER**


**SIGNED BY/ON BEHALF OF TENDERER:**



**NAME**



**SIGNATURE**



**DATE**

### **B3. PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

Tenderers must 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 C2.1.1 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 TENDERER:**



**NAME**



**SIGNATURE**



**DATE**

#### **B4. B-BBEE CERIFICATE OR SWORN AFFIDVIT**

In terms of Regulation 4(1)(a) of the Preferential Procurement Regulations (2017), pre-qualification criteria based on B-BBEE status level is applicable to this tender.

**Bidders must have a B-BBEE status level of between 1 and 3, failing which their bid will be disqualified from further consideration.**

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

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.

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 TENDERER:**

**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 Tenderer 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 TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

## B6. SCHEDULE OF KEY DESIGN AND CONSTRUCTION PERSONNEL

The tender offer must include an organogram clearly showing the team of key design and construction personnel the bidder proposes to assign to the project and how responsibilities for the various disciplines or work and components of the works will be assigned.

Where specifically indicated in the table below, it will be acceptable for one team member to fulfil more than one role on the project, provided that such team member satisfies the requirements of each role which he/she intends to fulfil.

**Note:** The appointed bidder may not replace the key design and construction personnel offered in this schedule without the prior written consent of SARAO, which consent shall not be unreasonably withheld. Any intended substitutions must satisfy the requirements of this bid and documentary evidence must be provided.

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.

The proof of professional registrations, and current curriculum vitae (CV) of all key team members must be provided and must include all relevant experience with details of company name, amount of the project, dates of work performance, and role which the key personnel played in each listed project. The organogram must clearly illustrate the allocation of responsibilities.

**Bidders must meet each MANDATORY functionality criterion listed in the table below. Bidders that fail to achieve a "GO" for each functionality requirement will be held to be non-responsive and will not be evaluated further on the additional functionality criteria in Schedules B11-B15.**

Criteria	Sub criteria	Indicators		Weight (Mandatory / Optional)	Assessment (GO / NO GO)
<b>Capability</b> (Qualifications, Experience and Professional Registration of Design and Construction Teams)	<b>Design Team</b>	<b>Project Manager</b>	Registration with a professional body or formal qualification	Mandatory	
			A minimum of 5 years' experience in project management of similar projects, with a value of at least R5million, and ensuring integration of various built environments with specialist disciplines during design and construction	Mandatory	
		<b>Architect</b>	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 R 5million Drawings are already available. It is suggested that an architect be part of the team to better assist the construction team with assessing the provided drawings by the client.	Mandatory	
		<b>Structural Engineer</b>	Post Professional Registration with ECSA (Engineering Council of South Africa)	Mandatory	
			Degree or B-Tech in Structural Engineering/Mechanical Engineering	Mandatory	
			A minimum of 5 years' experience in evaluating structural dwellings	Mandatory	

			for roof, foundations, framing, Masonry components in the commercial industry with values of at least R 5 million		
	<b>Construction Team</b>	<b>Project Manager</b> <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 R5million, 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	
			The candidate must have managed projects of contracts of a similar nature in construction, ensuring integration of various built environments with specialist disciplines during design and construction	Mandatory	
		<b>Site Foreman</b> <i>(Full time on site)</i>	Professional registration with SACPCMP	Mandatory	
			10 years' experience in the commercial building industry required on sites and projects with values of at least R 5 million	Mandatory	
		<b>Installation Electrician</b>	Registered Installation Electrician with the ECA	Mandatory	
			Minimum 5 years' experience in commercial construction with experience in 3 Phase electrical system installation		
		<b>Safety officer/She Rep</b> <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) or equivalent		
		<b>Environmental officer</b> <i>(Full time on site) (it is acceptable for</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	



		<i>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 qualification of a Diploma in Environmental Sciences or Environmental Management	Mandatory	
	<b>Project Organisation al Chart for Key Design and Construction Personnel</b>	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 an organogram with the relevant personnel in detail is provided as this is a requirement.		Mandatory	
<b>Proceed to Evaluation on Scored Functionality Criteria? (Yes/No)</b>					

**NOTE: Bidders are required to comply with all of the above mandatory requirements in order to progress to the next of stage of evaluation. Failure to do so will be grounds for disqualification.**

**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
<b>Design Team:</b>					
Project Manager					
Architect					
Structural Engineer					
<b>Construction Team</b>					
Project Manager (The Incumbent may be the same as above)					
Site Foreman (Full time on site)					
Installation Electrician					
Occupational Health, Safety & Environmental (SHE) Representative (Full time on site)					
Environmental Officer					

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

Certified 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 TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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

Certified 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 TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

## **B9. CURRICULUM VITAE OF KEY DESIGN AND CONSTRUCTION PERSONNEL**

CVs must be submitted in the required format.

Only include CV's 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, 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 attach to this Schedule, an organisational chart for the key design and construction personnel.

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

Bidders must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects to support the allocation of points. A minimum score of 30 points is required for this sub-criterion.

**The minimum score required for this schedule is 30 out of a possible 40 points for the delivery of similar design and build contracts. Failure to achieve the minimum score for this section will result in disqualification. Please read the requirements carefully and submit accordingly.**

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. Submit more than 3 renovation and construction 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. minimum of 2 renovation and construction design contracts with a value of at least R5 million)		30
		The bidding entity has <u>limited</u> experience in delivering similar projects (1 renovation and construction design contract with a value of at least R5 million)		22
		The Bidding entity has <u>no</u> experience in delivering similar renovation and construction design contracts and other projects of similar scale		0
Total				40 Points



Table 2: List of Previous and Completed Projects

**NAME OF COMPANY**

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

## 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 detailed method statement to support the allocation of points.

**The minimum score required for this schedule is 15 out of a possible 20 points. Failure to achieve the minimum score for this section will result in disqualification. Please read the requirements carefully and submit accordingly.**

Criteria	Sub-criteria	Indicators	Minimum Score	Scoring Allocation
Method Statement	<p>The method statement should address the following aspects:</p> <ul style="list-style-type: none"><li>• Planning;</li><li>• Detailed Design process and approvals;</li><li>• Lead time for manufactured products &amp; transportation to site;</li><li>• Safety, Health, Environmental &amp; Quality considerations during the design phase;</li><li>• Construction process (including all testing);</li><li>• Safety, Health, Environmental &amp; Quality compliance during the construction phase;</li><li>• Testing and Verification;</li><li>• Completion and handover;</li><li>• Skills development;</li><li>• Corporate Social Investment</li></ul>	<p>The method statement is specifically tailored to projects of R 5m 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</p>	15	20
		<p>The method statement is specifically tailored to projects of R 5m 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</p>		15
		<p>The method statement is generic and not tailored to similar R 5m projects and does not address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project</p>		11
		<p>The method statement does not address the majority of the 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</p>		8
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 detailed project management plan to support the allocation of points.

**The minimum score required for this schedule is 7.5 out of a possible 10 points. Failure to achieve the minimum score for this section will result in disqualification. Please read the requirements carefully and submit accordingly.**

Criteria	Sub-criteria	Indicators	Minimum Score	Scoring Allocation
Project Management Plan (PMP) specific to this project	<p>Provide a detailed Project Management Plan (PMP) for the duration of this contract. The PMP should address the following aspects:</p> <ul style="list-style-type: none"><li>● Overview and project strategy</li><li>● Project standards and setup</li><li>● Project Scope</li><li>● Cost and financial management</li><li>● Resource Loaded Project Schedule (Including Appointment and Commencement of contract, Design Activities, Reviews and Approvals, Construction, Testing and Verification and Handover to Client)</li><li>● Risk Management</li><li>● Sub-contractor management</li><li>● System Engineering &amp; information document management</li><li>● Communication and reporting</li></ul>	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. A schedule can be included with a worded project management plan.	7.5	10
		The Project Management Plan meets the requirements with all the aspects required as part of the criteria are described in detail and the SARAO is satisfied that the Bidder is capable of managing the execution of the contract. A schedule can be included with a worded project management plan.		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. A schedule can be included with the worded project management plan.		3
		The Project Management Plan (PMP) does not meet the majority of the requirements. A schedule of the project can be included with the worded project management plan.		1
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 detailed SHEQ plan to support the allocation of points.

**The minimum score required for this schedule is 15 out of a possible 20 points (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. Please read the requirements carefully and submit accordingly.**

Criteria	Sub-criteria	Indicators	Minimum Score	Scoring Allocation
Safety, Health 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 should address the following aspects: <ul style="list-style-type: none"><li>• Applicable SHEQ standards</li><li>• SHEQ measures during the contract</li><li>• SHEQ Compliance management</li><li>• SHEQ meetings</li><li>• Communication and reporting</li></ul>	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 majority 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"><li>• Customer focus;</li><li>• Leadership;</li><li>• Involvement of people;</li><li>• Process approach;</li><li>• System approach;</li><li>• Continual improvement;</li><li>• Fact-based decision making, and</li><li>• Mutually beneficial supplier relationships</li></ul>	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 majority of the requirements		3
Total			15	20 Points

## B15. EVIDENCE OF BIDDER'S EXISTING SOCIO-ECONOMIC DEVELOPMENT ACTIVITIES AND SKILLS TRANSFER DEVELOPMENT PLAN

Bidders must familiarise themselves with the evaluation criteria listed below and provide evidence of their existing socio-economic activities and skills transfer development plan, to support the allocation of points.

**The minimum score required 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. Please read the requirements carefully and submit accordingly.**

Criteria	Sub-criteria	Indicators	Minimum Score	Scoring Allocation
Evidence of the Bidder's, its sub-contractors, and JV or consortium partners existing <u>Socio-Economic</u> development activities and proposed <u>Skills Transfer</u> development plan specific for this contract	Existing Socio-Economic development activities identified specifically for this contract	The Socio-Economic development activities are specifically tailored and details ways on how to uplift the local community through this project	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</u> and <u>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</u> and <u>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
Total			7.5	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:

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

## B16. AMENDMENTS/ ALTERNATIVES AND QUALIFICATIONS BY TENDERER

The schedules below are not an invitation for amendments, deviations or alternatives but should the Tenderer 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 Tenderer 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

- (e) *The Tenderer 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 Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

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 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 Tenderer in respect of this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**



## **B18. JOINT VENTURE / CONSORTIUM AGREEMENT**

If the Tendering entity is a Joint Venture or Consortium, a signed copy of its Joint Venture/Consortium Agreement must 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 TENDERER:**



**NAME**



**SIGNATURE**



**DATE**

## D1: Scope of Works

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Number	Heading	Pages
D1.1	Background to the National Research Foundation and the South African Radio Astronomy Observatory (SARAO)	59
D1.2	Scope of Work	60 <b>Error! Bookmark not defined.</b>

## **D1.1 BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION AND THE SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY (SARAO)**

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](http://www.ska.ac.za) and the international SKA on [www.skatelescope.org.za](http://www.skatelescope.org.za)

## D1.2 SCOPE OF WORKS

### OVERVIEW

The South African Radio Astronomy Observatory (SARAO) will construct an Artisan Training Centre and upgrade the existing building at their Masolkeweg premises in the town of Carnarvon.

The new training centre building will consist of a double volume Workshop & Trade Test Area, approximately 6m high overall, with a single-story administration and ablution area at one end. The overall floor plan shall be approximately 636m<sup>2</sup>.

There is an existing building (formally a dwelling) on the premises of approximately 175m<sup>2</sup> in area. This building does not form part of the works but is just noted to inform the potential bidder of an existing building on the said property. An existing prefabricated, portable single-story structure (park home) to be used for educational purposes will also be on the property and sited on a concrete plinth at the Masolkeweg premises. Location of the plinth will be shown in the drawings for information purposes.

The renovation shall include upgrades to the boundary walls and fences, access and parking as well as water supply and sewerage systems.

This scope of works annexure defines in varying levels of detail, the activities, supplies and baseline design for the project.

The property has been re-zoned. The municipality approved drawings will be provided by the client to the awarded bidder.

### LOCALITY

The identified location for the Artisan Training Centre is Erf 1883, No. 17 Masolkeweg Street, Carnarvon, South Africa. Drawings with location are attached within the scope document annexure.

### DETAILED SPECIFICATION

The bidder shall tender for the execution of the full Artisan Training Centre Scope of Works as defined in Annexure B (Artisan Training centre Bill of Quantities) and Annexure C (SSA17-G1-00A-ALL-PLN-002 Rev1, Artisan training Centre High level Scope of Works), with the exception of the following section which is outside of scope:

- Section 4.3.5 Fibre and network Connection. This work has either been done or will be done by SARAO or through separate contracts. The bidder must however allow for cooperation with the fibre and network contractor during installation.

The bidder shall take note that Municipal Approval is subject to the submission of building plans (as illustrated in Annexure D – Zoning Application), and include the activities required to complete approval in the schedule.

The content of Annexure B and C have precedence over any other reference documents, with respect to defining the scope of the works to be executed.

### STANDARDS

The primary standards and regulations governing the design and delivery of the project are provided in Annexure C, however some additional applicable standards are highlighted for clarity. Any omissions from this list does not imply that relevant standards and regulations need not be adhered to or complied with.

Additionally, the electrical 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	:	1092	5424
Motor Starters	:	-	587
Indicating Instruments	:	-	89
Current Transformers	:	- 3938	
<i>Standard Specification for low voltage equipment</i>			

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

All material and equipment must be SABS compliant and all items shall be installed in accordance with the manufacturer standards and requirements.

## 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 SARAO Klerefontein Base in Carnarvon or via video conferencing. The Project Manager from the contractor's 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 SARAO Klerefontein Base in Carnarvon or via video conferencing.

The progress meetings during construction will be held at the SARAO Klerefontein Base. 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

<b>Time for Completion – Design and Build Phase (295 Calendar Days) Please note that the Detailed Design and Municipal Submission of Architectural Drawings has been processed by the client. This tender is for the Construction/Execution and Defects Liability Period of 158 days. Where a few minor design adjustments may be raised, that shall be reviewed accordingly.</b>									
Detailed Design and Municipal Submission & Approvals (137 Calendar days)						Construction/Execution (116 Calendar days)			Defects Liability Period (12 months)
<b>Contract Award (day 0)</b>	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:

- (i) Written Detailed Design report/s in Word and PDF format;
  - (ii) 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;
  - (iii) Final Test, Verification and Commissioning plan for the related works and associated infrastructure; (Bidder will prepare a test procedure based on the detailed design)
  - (iv) Maintenance procedures;
  - (v) Final Health & Safety Analysis;
  - (vi) Final Product Assurance and Quality Management Plan for Construction;
  - (vii) Project Management Plan for Construction, Test, Verification, Commissioning and Handover;
  - (viii) Construction Schedule & Deployment strategy (including integration plan between all related work and infrastructure components);
  - (ix) 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. This phase of works has already been executed in-house. The notation serves as information to the contractor.
  - 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. Any deviations will be considered accordingly between the client SARAO and the awarded contractor.

**CONSTRUCTION/EXECUTION (158 CALENDAR DAYS) This Phase of works is to be executed by the bidders of this tender.**

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 &amp; 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
<b><i>BID SEAT.....</i></b>	<b>Schedule For Works on this bid</b>
<b><i>Construction/Execution</i></b>	<b>158 Calendar Days</b>
<b>Construction</b>	<b>137 Days</b>
<b>Test and Verification</b>	<b>14 Days</b>
<b>Commissioning</b>	<b>7 Days</b>
<b>Completion of Defects Liability Period</b>	<b>12 Months</b>



**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

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Number	Heading	Pages
D2.1	Form of Offer and Acceptance	67
D2.2	Contract Data	72

## 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 SEAT/17/2020-21 – NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNAVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE**

The tenderer, 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 tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within the Contract Period stated below.

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

.....  
..... RAND (in words);  
R .....(in figures)

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 TENDERER:

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 .....

.....

.....

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3. Subject .....

Details .....

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.....

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4. Subject .....

Details .....

.....

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.....

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

the ..... (day) of ..... (month) ..... (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).

#### D2.2.1 PARTICULAR CONDITIONS

Part A: References from Clauses in the General Conditions:

Sub-Clause

1.1	<b>Definitions</b>	
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	<a href="mailto:rdaka@sarao.ac.za">rdaka@sarao.ac.za</a>
	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	(Design Updates and any additional Municipal Changes, <b>Construction 158 days</b> )
1.1.3.7	Defects Notification Period	<b>365 days (12 Months)</b>
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 <u>Coefficient; scope of index</u> 'a= 0.15 Fixed 'b= _____ 'c= _____ 'd= _____ 'e= _____	The Prices will be Fixed and Firm <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 D1.1 of the contract documents."

Deleted and replace 1.1.1.4 with:

**"Letter of Tender"** means the Form of Offer as contained in part D1.1 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 D1.2.2 “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 Northern Cape 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 TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

## D3: Pricing Data and Bill of Quantities

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Number	Heading	Pages
D3.1	Pricing Instructions	80
D3.2	Pricing Schedule	81

## 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 ink or black type 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](http://www.stanza.org.za) or [www.iso.org](http://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 Bill of Quantities

**NOTE: ALL SUMMARY COSTS MUST BE CARRIED FROM THE DETAILED BILL OF QUANTITIES IN ANNEXURE A. THE COMPLETED DETAILED BILL OF QUANTITIES (ANNEXURE A) SHALL FORM PART OF THIS TENDER SUBMISSION AND MUST BE COMPLETED IN BLACK INK OR BLACK TYPE ONLY. AN EXCEL VERSION IN ADDITION WILL BE PROVIDED FOR ALL BIDDERS.**

Item	Description	Unit	Bid Amount
1	PRELIMINARIES AND GENERAL	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	<b>SUB TOTAL (0+1+2)</b>		<b>R</b>
15	DESIGN FEES AND DISBURSEMENT	Sum	R
16	<b>TOTAL (EXCLUDING VAT)</b>		<b>R</b>
17	VALUE ADDED TAX (15%)		R
18	<b>TOTAL (INCLUDING VAT) CARRIED TO FORM C1.1 OFFER AND ACCEPTANCE AGREEMENT</b>		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 TENDERER**




**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 D2 of this Contract Document in consecutive order upon which my/our tender for the **BID NO: NRF/SARAO SEAT/17/2021-22 –NEW BUILD OF SARAO ARTISAN TRAINING CENTRE IN CARNAVON (PLANNING, DESIGN SERVICES AND SPACE CONVERSION), NORTHERN CAPE**, has been based.

**SIGNED BY/ON BEHALF OF TENDERER**



**NAME**



**SIGNATURE**



**DATE**

## **Annexures**

1. SARAO – ARTISAN TRAINING CENTRE BILL OF QUANTITIES ANNEXURE A
2. SARAO - ARTISAN TRAINING CENTRE BILL OF QUANTITIES ANNEXURE B
3. SARAO – HIGH LEVEL SCOPE OF WORK A17-G1-00A-ALL-PLN-002 Rev 1 ANNEXURE C
4. SARAO – MUNICIPALITY PROVISIONAL APPROVAL ANNEXURE D
5. SARAO - MAIN POWER SUPPLY SA4113-0000-007 ANNEXURE E
6. SARAO - CATC SOW FIBRE & NETWORKS SSA4113-00011 ANNEXURE F
7. SARAO – IN-HOUSE DRAWINGS ANNEXURE G