



**NATIONAL RESEARCH FOUNDATION/
SOUTH AFRICAN ENVIRONMENTAL OBSERVATION NETWORK
CONSTRUCTION WORKS REQUIRED FOR ALTERATIONS AND
ADDITIONS ON RESIDENTIAL BUILDING TO CONVERT INTO
OFFICE BUILDING AT COLBYN, PRETORIA**

BID REF: NRF/SAEON/COLBYN/2016

TENDER DOCUMENT

PART 1 –TECHNICAL

BIDDER:.....

CIDB REGISTRATION NUMBER:.....

CIDB GRADING:.....

CLOSING DATE: 22 FEBRUARY 2016

ISSUED BY:	PREPARED BY:
NATIONAL RESEARCH FOUNDATION/ SOUTH AFRICAN ENVIRONMENTAL OBSERVATION NETWORK (SAEON) P. O. BOX 2600 PRETORIA 0001	 OLIVEHILL ARCHITECTS Floris van der Walt Professional Architect B Arch (UP). Pr Arch 6773, T: +27 12 348 1882 C: +27 83 367 5158 <i>Follow us on: www.olivehill.co.za</i>



SAEON

South African Environmental
Observation Network

INVITATION TO BID (SBD 1) ON PROCUREMENT REQUIREMENTS

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER:	NRF/SAEON/COLBYN/2016	CLOSING DATE:	22 FEBRUARY 2015	CLOSING TIME	11:00
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SHORT DESCRIPTION

CONSTRUCTION WORKS TO MAKE ALTERATIONS AND ADDITIONS ON EXISTING RESIDENTIAL BUILDING AND CONVERT INTO OFFICE BUILDING AT COLBYN, PRETORIA

Bidders are required to sign the signature page of the SBD1 validating all documents included in the response to this invitation.

Bidders and the NRF must sign a contract and JBCC contract once the delegated authority has approved the award of such contract to a bidder.

Preferential Procurement System applicable (Price points: Preference Points): **90:10.**

Briefing Session / Site Visit	Compulsory	Date and Time:	29 January 2016	From 11:00 - 12:00
		Location:	56 FLORENCE STREET, COLBYN, PRETORIA	

Validity period from date of closure:	150	days
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EITHER PHYSICALLY OR BY COURIER	ENVELOPE ADDRESSING:
NRF/South African environmental Observation Network (SAEON) Persequor Technopark 41 DeHavilland Crescent The Woods, Block C, Ground Floor Brummeria, Pretoria 0184	ATT: CINDY HLANZE NRF/SAEON/COLBYN/2016 Persequor Technopark 41 DeHavilland Crescent The Woods, Block C, Ground Floor Brummeria, Pretoria, 0184

Bidders are required to deliver Bids to the correct address timeously. LATE BIDS ARE DISQUALIFIED and return to bidders.

Bidders to submit their bid response on the official forms in this invitation (not to be re-typed) with additional information supplied on attached supporting schedules **as set out in the Returnable Document Section.**

This Bid document includes the National Treasury's General Conditions of Contract and Specific Conditions to this procurement and is subject to the Preferential Procurement Policy Framework Act and its 2011 Regulations.

ANY BIDDING PROCEDURE ENQUIRIES DIRECTED TO:

Contact Person:	Cindy Hlanze	
	Tel:	012 349 7720
	Email:	cindy@saeon.ac.za
Contact Person:	Theo Jongwana	
	Tel:	012 349 7721
	Email:	theo@saeon.ac.za

ANY TECHNICAL ENQUIRIES DIRECTED TO:

Contact Person:	Floris van der Walt	
	Tel:	012 348 1882
	Email:	floris@olivehill.co.za
Contact Person:		
	Tel:	
	Email:	

RETURNABLE DOCUMENT LIST

(Bidders are notified that without these documents, the Evaluation Committee is unfairly restricted in its evaluation and thus incomplete Returnable Documents is a MANDATORY DISQUALIFICATION)

1	Signed and sealed completed Procurement Invitation including a copy of the priced provisional Bills of Quantities, endorsed with the relevant contract title shall be handed in at the address stated above
2	Bidder's detailed technical response for evaluation. See specification requirements on Pg 10-13
3	Delivery schedules
4	Bill of Quantities and completed JBCC Contract Data Form
5	Due Diligence Documentation as listed below <ul style="list-style-type: none"> • Bidder's Profile • Three (3) written references from previous clients of similar work and magnitude
6	Confirmation by the contractor that he has the capacity and ability to undertake and complete work timeously at the agreed standards
7	Registration Proof of legal identity per entity (Certificate of Incorporation)
	Valid CIDB Registration Certificate
8	Valid Original Tax Clearance Certificate
9	SBD6.1 - (Preference Claim Form) Signed with the certified copy of BBEE Certificate or sworn affidavit
	SBD 4 – DECLARATION OF INTEREST
	SBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
	SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

RESPONDENT BIDDER DETAILS

NAME OF BIDDER

REPRESENTED BY

POSTAL ADDRESS

PHYSICAL ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELL PHONE NUMBER	CODE	NUMBER	
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FACSIMILE NUMBER	CODE	NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

COMPANY REGISTRATION NUMBER

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES:

TYPE OF COMPANY/FIRM [Tick applicable box]

Partnership/Joint Venture/Consortium		One person business/sole proprietor	
Close Corporation		Company	
(Pty) Limited		Other	

COMPANY CLASSIFICATION [Tick applicable box]

Manufacturer		Contractor	
Professional Service Provider		Other service providers e.g. transporter, etc.	

Has an original and valid tax clearance certificate been submitted? [Tick Applicable Box]		Yes
		No

Has a Preference Claim form (SBD6.1) claiming your Preference Points been submitted (a B-BBEE status level verification certificate must support preference points claimed) or sworn affidavit [Tick Applicable Box]	Yes
	No
If Yes, who was the B-BBEE certificate issued by: [Tick Applicable Box]	
An accounting officer as contemplated in the Close Corporation Act (CCA)	
A verification agency accredited by the South African Accreditation System (SANAS)	
A registered auditor	
CIBD Registration Certificate	Yes
	No
Grading of _____ or higher _____ or _____ potentially emerging enterprise	

Part 1

1. Form of Contract

Olive Hill terms of agreement are applicable to this contract

2. Special Conditions of Contract

- 2.1 The Employer :** NRF/South African Observation Network (SAEON)
- 2.2 The Agent :** Olivehill Architects
- 2.3 The Works :** Demolish certain existing structures, alterations and additions to existing dwelling. Conversion of existing dwelling into a single storey office building.
- 2.4 The Site :** 56 Florence Street, Stand ERF 181, Colbyn, Pretoria
- 2.5 Securities :** The employer shall not be required to issue a payment guarantee, omit clause 2.5 and 5.11 of the agreement
- 2.6 Guarantees :** All works and equipment provided by the contractor shall be guaranteed
for a period of 365 days after commissioning
- 2.7 Handover Site:** 56 Florence Street, Stand ERF 181, Colbyn, Pretoria
- 2.8 Completion Date:** TBC
- 2.9 Penalties :** R2 000 per day

3. Background to the National Research Foundation

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, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science, and humanities.

The South African Environmental Observation Network (“SAEON”), a business unit within the NRF, is mandated with Long Term Environmental Observation to detect and understand the impacts of Global Change in South Africa. Six SAEON nodes are strategically situated across geographic regions representing the country’s major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must

contribute quality, long-term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence

4. Context in which the required procurement is needed/utilised

SAEON requires services of a qualified and experienced building contractor with good CIDB standing to conduct construction work at 56 Florence Street (ERF 181), Colbyn, Pretoria. SAEON acquired the residential property with the aim of renovating and converting it to suit office requirements with demarcated parking according to municipal bylaws.

Selection and Awarding of Contract

This Procurement is evaluated through a two-stage process.

Stage 1 – Pre-qualification Selection of Bidders (from compliant and technically qualified bids received)

Bidders who pass the compliance test against the returnable documents stated in the Procurement Invitation will qualify for technical evaluation.

Compliant bidders will be evaluated on the technical specifications in accordance to evaluation criteria and the scoring set published in this Procurement Invitation. Respondents are required to read specifications in conjunction with the corresponding evaluation selection criteria.

NB: Bidders are expected to provide proof of CIDB registration and grading to be considered for evaluation as part of the stage 1 selection process.

Stage 2 – Awarding of the Contract

The qualifying response(s) / submission(s) are evaluated on a fair and equal comparison basis taking into account all aspects of their responses. The contract award criteria are:

2.1. Technical Specification – Bidders who score below the minimum qualification threshold of 70% will not qualify for further evaluation on Price and BEE.

2.2 Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2011 Regulations.

2.3 Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores and the highest combined score is nominated for the contract award.

Administration - Contracts awarded where Bidders have supplied the relevant administrative documentation and upon signing of contract form.

Objective Reasons - Contracts are awarded in terms of PPPFA section 2(f).

Part 2

1. Scope of Work (Descriptive and functional)

- 1.1 Please note that the listed scope of works herewith is an indication only, and should not be seen as a complete list of the scope of works. Refer to the full set of documents included (for example, BPQ, drawings, schedules, specifications)
- 1.2 Demolish allocated existing structures, alteration and additions to existing dwelling, conversion of existing dwelling into a single storey office building. The existing front and back garden must be cleared as indicated in the provided documentation as indicated in 1.1 above.
- 1.3 The building structure is divided into two blocks for easy reference purposes. Block A refers to the existing dwelling part of the property up to the curved foyer wall. Block B refers to the foyer, meeting and break room part.
- (a) Demolish phase: Demolish the existing thatch Lapa and part of the existing garage, existing back-of-garage outbuilding and pump room. Block A's internal walls must be demolished as indicated in the documentation.
 - (b) Installation of required electrical and mechanical systems
 - (c) Civil works for parking, landscaping, storm water and drainage systems
- 1.4 Construction phase: Block A – Alter existing front covered entrance patio into office space, remodel internal layout. Replace all windows as indicated in set of documentation. Make good existing slate tile roof and roof structure.
- 1.5 Construction phase: Block B – Link existing garage with main house with combination of flat reinforced and insulated concrete roofs and single pitch insulated metal roof structure. Two clad screen walls flank the new single storey entrance cube which opens up into a double volume bulkhead foyer space. The two meeting rooms are designed to be divided into four meeting rooms if needed.
- 1.6 Construction phase: The existing street (Florence/Colbyn Street) boundary fencing must move to the actual and surveyed property boundary line.
- 1.7 Construction phase: Exterior – Front garden area will be remodelled to new permeable parking area. The indicated existing trees will be kept.

1.8 Construction phase: The back garden landscape and existing pool area will be designed as indicated in the documentation.

2. Bill of Quantities (BOQ)

Bidders are required to fully complete the provided BOQ. Any omissions will be regarded as zero rated.

3. Due Diligence of Supply Capacity and Capability

Bidder's profile

Bidders are required to provide a profile of themselves indicating length of time in industry, similar jobs successfully undertaken and concluded in the past 3 years, proof of CIDB registration and certification.

Contactable References

Bidders are required to provide three (3) recent written references (within the past 3 years) from previous clients of similar construction works successfully undertaken and completed in which the clients declare the following:

The template to be sent to clients for references is attached as Annexure A.

Criteria	Below Expectations	Meets Expectations	Exceeds Expectations
Professionalism and expertise			
Quality of finished product			
Completion times			
Satisfaction with the work done.			
Overall Impression (i.e. would use again)			

4. Qualifying Thresholds for Selection (Stage 1) Technical Evaluation

Only procurement responses/submissions that are acceptable in terms of the Returnable Document List will be evaluated.

Each evaluation criteria stipulates its weighting in relation to the total evaluation matrix and the minimum requirement that the NRF has set for the procurement.

The responses are evaluated on a sliding scale in which the mandatory minimum is stated and allowance provided for evaluating responses exceeding such set required minimums.

The following scoring system is utilised for this evaluation setting the points to be awarded and what this represents for each criteria in the matrix or to the entire matrix:

GO/NO GO is mandatory and bidders who are scored NO GO on any of the elements are automatically disqualified.

Technical Evaluation Criteria for the construction works

Bidder's Name _____

NO.	MANDATORY CRITERIA	YES/NO	WEIGHT
1	Provide proof of CIDB registration: <input type="checkbox"/> Minimum Grading Required: Level 5 GB or higher OR Level 4GB PE		Go / No Go
2	Provide proof of public liability insurance for not less than R5 million (Letter of intent from an insurance company will also be accepted)		Go / No Go
3	Provide proof of all risk insurance		Go / No Go
4	Provide a valid letter of Good Standing from Compensation commission.		Go / No Go
5	References		Go / No Go

WEIGHTED CRITERIA	WEIGHT	SCORE	COMMENTS
<p>Company experience on similar contracts (Minimum 3 contracts past and current with positive reference)</p> <p><i>At least two projects between R2m <R4m and one >R4m = 3 points</i> <i>Three or more projects >R4m = 5 points</i></p>	15		
<p>Personnel Experience and Expertise (copies of qualifications and CV's to be enclosed):</p> <p>Director/Owner has National Diploma or degree in Building related field, and/or at least 10 years building construction works experience = <i>5 points</i>.</p> <p>If director/owner has at least 10 years building construction experience with no formal degree or diploma = <i>3 points</i></p>	10		
<p>Project manager to be deployed to our site has acquired National Diploma/degree in Building related field and at least 5 years building construction experience = <i>5 points</i>.</p> <p>Project manager to has at least 8 years of construction experience with no formal qualification (Diploma or Degree) = <i>3 points</i></p>	20		
<p>Safety Risk mitigation plan addressing all safety risks identified in the risk assessment. Does not meet requirements = <i>0 points</i> Meets requirements = <i>5 points</i></p>	10		
<p>Ability to complete construction within 6 months</p> <p><i>Between 4- 6 months =5 points</i> <i>Over 6 - 7 months =3 points</i> <i>Over 7 - 9 months = 1 points</i></p>	40		
<p>Schedule of construction equipment required for construction works of such magnitude provided</p> <p>Average = <i>1 points</i> Satisfactory = <i>5 points</i></p>	5		
Total Points	100		
Minimum Qualifying Threshold	70		
Qualifies for next evaluation stage			Yes/No
Evaluator's Name:	Date:		Signature:

SUB-CONTRACTOR 1 EVALUATION

Name of Sub-contractor _____

WEIGHTED CRITERIA	WEIGHT	SCORE	COMMENTS
<p>Personnel Experience and Expertise of team to be deployed to site (copies of qualifications and CV's to be enclosed):</p> <p><i>At least five(5) similar projects undertaken and completed successfully in the past 3 years = 5 points</i> <i>Three (3) similar projects in the past three years = 3 points</i></p>	30		
<p>Personnel Experience and Expertise of Director/Owner/Project Leader (copies of qualifications and CV's to be enclosed):</p> <p>Director/Owner/Project leader has National Diploma or degree in related field, and/or at least 10 years related work experience = <i>5 points</i>.</p> <p>Between 5 - 10 years related work experience with Diploma/Degree in related field = <i>3 points</i></p>	20		
<p>References from clients of similar work done in the past 3 years on the template provided on Annexure A</p> <p><i>5 References = 5 points</i> <i>3 References = 3 points</i> <i>Less than 3 references = 1 point</i></p>	50		
Total Points	100		
Minimum Qualifying Threshold	70		
Qualifies for next evaluation stage			Yes/No
Evaluator's Name:	Date:	Sign:	

SUB-CONTRACTOR 2 EVALUATION

Name of Sub-contractor _____

WEIGHTED CRITERIA	WEIGHT	SCORE	COMMENTS
<p>Personnel Experience and Expertise of team to be deployed to site (copies of qualifications and CV's to be enclosed):</p> <p><i>At least five(5) similar projects undertaken and completed successfully in the past 3 years = 5 points</i> <i>Three (3) similar projects in the past three years = 3 points</i></p>	30		
<p>Personnel Experience and Expertise of Director/Owner/Project Leader (copies of qualifications and CV's to be enclosed):</p> <p>Director/Owner/Project leader has National Diploma or degree in related field, and/or at least 10 years related work experience = <i>5 points</i>.</p> <p>Between 5 - 10 years related work experience with Diploma/Degree in related field = <i>3 points</i></p>	20		
<p>References from clients of similar work done in the past 3 years on the template provided on Annexure A</p> <p><i>5 References = 5 points</i> <i>3 References = 3 points</i> <i>Less than 3 references = 1 point</i></p>	50		
Total Points	100		
Minimum Qualifying Threshold	70		
Qualifies for next evaluation stage			Yes/No
Evaluator's Name:	Date:	Sign:	

Contract Management

The award of this procurement is only completed once the contract has been signed by the NRF and the appointed supply provider.

The contract is inclusive of work, bill of quantities, services and contract conditions as specified in this document. Where supplies delivered quantity is variable as and when required, this is detailed in the specification section and JBCC contract.

All supplies required in this procurement contract are supplied in accordance with the following sub-process of:

- Request a detailed quotation/information/up to date information of the supply required,
- Confirmation of the supply quotation/information received against the contract and the as and when required requirements as specified on the request for information,
- Where necessary, request either further detail ,
- Where necessary, negotiate upon value of supply quoted, and
- The issue of an official Works/Supply Instruction Purchase Order for the agreed supply prior to the commencement of the delivery of such required supply.
- The Purchase Order above specifies the description including quantities and unit pricing as in this contract, date of the required delivery and location of the delivery.

Contract Period

The contract commences with immediate effect upon the signing of the Contract through a full contract and JBCC contract and will continue for the envisaged duration of the construction works.

Delivery Verification

The Principal Agent will verify both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.

The Contractor must ensure such signed approved verification accompanies the subsequent contractor invoice.

Supply Performance Management

NRF representative together with the Principal Agent measures the performance of the contractor in terms of the levels set in the procurement invitation. Poor performance is managed with the contractor as per the general clauses section. Penalties are applied for poor performance.

Payment

The NRF undertakes to pay performance verified invoices in full within thirty (30) days from receipt of the contractor's invoice.

No invoice for outstanding deliverables or for any unproductive or duplicated time spent by the service provider is paid. The NRF does not accept predated invoices.

Pricing Schedule for the Duration of the Contract as per BOQ: Annexure B

PREFERENCE POINTS CLAIMED (SBD 6.1)

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are 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 per B-BBEE Certificate	Number of points per system		B-BBEE Status Level of Contributor per B-BBEE Certificate	Number of points per system	
	90/10	80/20		90/10	80/20
1	10	20	6	3	6
2	9	18	7	2	4
3	8	16	8	1	2
4	5	12	0	0	0
5	4	8			

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:

Level	=	80:20	90:10
	=		

(Points claimed substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution 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 above, the contractor may be required to furnish documentary proof to the satisfaction of the client that the claims are correct;
- iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the client may, in addition to any other remedy it may have –
 - a) Disqualify the Bidder from the bidding process;
 - b) Recover costs, losses or damages it has incurred or suffered as a result of that Bidder'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) Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

SUB-CONTRACTING (STANDARD BIDDING DOCUMENT 6.1)

Will any portion of the contract be sub-contracted?	Yes	No
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?	Yes	No

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the information is true and correct and I/we acknowledge that:

- i. A Bidder will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- ii. A Bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

DECLARATION OF INTEREST (SBD 4)

Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- The Bidder is employed by the State; and/or

- The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

- Full Name of Bidder or his/her representative

- Identity Number:

- Position occupied in the Company (director, trustee, shareholder², member):

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

- Tax Reference Number:

- VAT Registration Number:

- The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

	Schedule attached with the above details for all directors/members/shareholders	Yes	No
•	Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:	Yes	No
	Name of person/ director/ trustee/ shareholder/member:		
	Name of state institution at which you or the person connected to the Bidder is employed		
	Position occupied in the state institution		
	Any other particulars:		
•	If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	Yes	No
•	Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:	Yes	No

<ul style="list-style-type: none"> Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule. 	Yes	No
<ul style="list-style-type: none"> Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars as an attached schedule: 	Yes	No

DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Contractors as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: 	Yes	No
<p>The Database of Restricted Contractors and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>		

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NATIONAL RESEARCH FOUNDATION, do hereby make the following statements that I certify to be true and complete in every respect:</p>		
<ul style="list-style-type: none"> I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder; 	Yes	No
<ul style="list-style-type: none"> Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder; 	Yes	No
<p>For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:</p> <ol style="list-style-type: none"> Has been requested to submit a Bid in response to this Bid invitation; Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder 		
<p>The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.</p>		

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

I hereby undertake to supply all or any of the goods, works and services described in this procurement invitation to the **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this Procurement Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the **NATIONAL RESEARCH FOUNDATION** during the validity period indicated and calculated from the closing time of Procurement Invitation.

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

Invitation to Bid (SBD1)	Technical Specification(s) set out in this Procurement Invitation inclusive of any annexures attached	
Bidder's responses to technical specifications, capability requirements and capacity as attached to this document		
Completed Bill of Quantities		Original Tax Clearance Certificate
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the certified BBBEE certificate		
Declaration of Interest (SBD4);	Declaration of Bidder's past SCM practices (SBD8);	
CIDB Grading Certificate		
Certificate of Independent Bid Determination (SBD9)	General Conditions of Contract	

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Procurement Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Procurement Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Procurement Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES	
1	_____
2	_____
Date	_____

Part 3 Form of Tender, General Information & Qualifications

1. FORM OF TENDER

1.1. DESCRIPTION OF WORKS : Building construction works requiring alterations and additions to existing residential building and conversion into SAEON office building

TYPE OF TENDER : Bills of Quantities.

1.2. I (We), the undersigned, hereby tender and, should this tender be accepted, undertake to execute the whole of the works comprised and described and referred to in the annexed JBCC Form of Agreement, Conditions of Contract, Specifications and Bill of Quantities and to enter into the formal Agreement with the National Research Foundation, embodying the said Conditions, Specification and Bill of Quantities, in consideration for the fixed price sum of

R.....

(Non-Escalatable)

TOTAL SUM OF TENDER IN WORDS:

.....
.....

based on the unit rates incorporated by me/us in the said Bill of Quantities or such sum as may be ascertained in accordance with the abovementioned documents and in particular the said unit rates, and to complete such works within 6 months weeks of acceptance of tender.

NOTE : TENDER INVALID IF NOT SIGNED HERE

.....

DATE SIGNATURE.....

ADDRESS

.....

I (We) further undertake to lodge with within one (1) week of notification from the Engineer of acceptance of this tender the prescribed bank guarantee/surety as security for the due fulfillment and completion of the Contract failing which NRF/SAEON shall be entitled to cancel the Contract.

State, in cases where the Tenderer is a Company, Corporation or Firm, by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise, as follows:

I (We) the undersigned, am (are) authorized to enter into this Contract on behalf of

PROOF OF AUTHORIZATION MUST BE PROVIDED

.....

By virtue of dated the

WITNESSES

1.

[PLEASE PRINT] SIGNATURE

2.

[PLEASE PRINT] SIGNATURE

(TO BE COMPLETED ONLY WHEN TENDER IS BY A COMPANY, CORPORATION OR FIRM).

1.3 I/WE further, to the discretion and to the satisfaction of the Engineer, undertake to supply one of the following types of surety to ensure proper execution of the Contract:

(a) A cash deposit (10,0% of the Contract value)*YES or NO

**Delete which is not applicable*

OR

(b) A Bank guarantee (10,0% of the Contract value)*YES or NO

**Delete which is not applicable*

Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding contract between the Employer and ourselves, and shall be deemed for all purposes to be the Contract Agreement.

I/We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any expenses incurred by us in tendering.

I/We undertake to supply, install, erect, complete, commission and deliver the complete installation. I/We agree to their being corrected, the Works as tendered for in the following delivery periods, accepting that such delivery periods will run from the date of acceptance of my/our tender, such a date being the date of the Engineer's letter informing me that my/our tender has been accepted.

1.4. I/We enclose herewith the following supporting or explanatory documents:

(i) Letters

(ii) Catalogues

(iii) Drawings.....

(iv) Other (specify)

2. STATEMENT OF COMPLIANCE OR OF QUALIFICATIONS BY CONTRACTOR

This tender complies in every respect with the Conditions of Contract, Specification and Drawings
YES/NO*

If "NO", detail qualifications hereunder. Failure to detail qualifications shall signify compliance.

QUALIFICATIONS		
Part No.	Clause No.	Qualification

SIGNATURE OF CONTRACTOR: _____

3. SCHEDULE OF COMPANY DIRECTORS

The Tenderer shall list all the names, addresses, race and % share of the directors of this company.

Name and Address of Director	% Share
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SIGNATURE OF CONTRACTOR: _____

6. FORM OF AGREEMENT

THIS AGREEMENT made and entered into by and between

.....

(hereinafter called the Contractor) represented herein by

.....

duly authorised as shown on the Form Tender and NRF (hereinafter called the Client) represented herein by

.....

WHEREAS the Client is desirous that certain Works should be constructed:

Alterations and additions to existing dwelling in the form of residential building into office building situated in 56 Florence Street, stand ERF 181, Colbyn, Pretoria.

THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the JBCC Contract.
2. The following documents annexed as follows, shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The said Tender
 - (b) The JBCC Contract
 - (c) The Specifications
 - (d) The priced Bill of Quantities:
 - (e) Drawings, Amendments, Appendices and Schedules to the above documents:
 - (f) The Letters of Acceptance
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned; the Contractor covenants with the Client to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract:

4. The Client hereby covenants to pay to the Contractor in consideration of the construction completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

Conditions of Contract

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are detailed below.

CLAUSES IN THIS BID INVITATION CONDITIONS OF CONTRACT

All clauses stipulated in this Procurement invitation form part of the Conditions of Contract applying to this document.

RESPONSE PREPARATION COSTS

The NRF is NOT liable for any costs incurred by a bidder in the process of responding to this Procurement Invitation, including on-site presentations and the proposal a service provider may make and/or submit.

CANCELLATION PRIOR TO AWARDING

The NRF has the right to withdraw and cancel the Procurement Invitation.

LATE BIDS RECEIVED

Bids submitted after the stipulated closing date (and time) is not considered.

COLLUSION, FRAUD AND CORRUPTION

Any effort by Bidder/s to influence evaluation, comparisons or award decisions in any manner may result in the rejection of the bidder concerned.

CONFIDENTIALITY

The successful Bidder agrees to sign a general confidentiality agreement with the NRF.

VALIDATION OF SUBMITTED DOCUMENTATION

The NRF has the right to have any documentation submitted by the Bidders inspected by another technical body or organisation.

PRESENTATIONS AND PROOF OF FUNCTIONALITY

The NRF has the right to call interviews/presentations/pitching sessions as well as proof of functionality sessions with short-listed service providers before the final selection.

INFORMATION PROVIDED IN THE PROCUREMENT INVITATION

All information contained in this document is solely for the purposes of assisting Bidders to prepare their Bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF

INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF.

DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“Contract” means the written agreement entered into between the client and the contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“Contract price” means the price payable to the contractor under the contract for the full and proper performance of his contractual obligations.

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

“Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

“Day” means calendar day.

“Delivery” means delivery in compliance of the conditions of the contract or order.

“Delivery ex stock” means immediate delivery directly from stock actually on hand.

“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

”Force majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

“GCC” means the General Conditions of Contract.

“Goods” means all of the equipment, machinery, and/or other materials that the contractor is required to supply to the client under the contract.

“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

“Order” means an official written order issued for the supply of goods or works or the rendering of a service.

“Project site,” where applicable, means the place indicated in bidding documents.

“Client” means the organization purchasing the goods.

“Republic” means the Republic of South Africa. 1.23 “THIS PROCUREMENT INVITATION” means the Special Conditions of Contract.

“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the contractor covered under the contract.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General

Unless otherwise indicated in the bidding documents, the client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

Use of contract documents and information; inspection

The contractor shall not, without the client’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the client in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be

necessary for purposes of such performance.

The contractor shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the client and shall be returned (all copies) to the client on completion of the contractor's performance under the contract if so required by the client.

The contractor shall permit the client to inspect the contractor's records relating to the performance of the contractor and to have them audited by auditors appointed by the client, if so required by the client.

Patent rights

The contractor shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the client.

Contract amendments

1.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

Assignment

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

Subcontracts

The contractor shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

Delays in the contractor's performance

Delivery of the goods and performance of services shall be made by the contractor in accordance with the time schedule prescribed by the client in the contract.

If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the contractor shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the client shall evaluate the situation and may at his discretion extend the contractor's time for

performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the contractor's point of supply is not situated at or near the place where the supplies are required, or the contractor's services are not readily available.

Except as provided under GCC Clause 25, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the contractor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the contractor.

Penalties

Subject to GCC Clause 25, if the contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

Termination for default

The client, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate this contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
- (b) if the Contractor fails to perform any other obligation(s) under the contract; or
- (c) if the contractor, in the judgment of the client, has engaged in corrupt or fraudulent

practices in competing for or in executing the contract.

In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the contractor shall be liable to the client for any excess costs for such similar goods, works or services. However, the contractor shall continue performance of the contract to the extent not terminated.

Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the contractor by prohibiting such contractor from doing business with the public sector for a period not exceeding 10 years.

If a client intends imposing a restriction on a contractor or any person associated with the contractor, the contractor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the contractor fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the contractor.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (a) the name and address of the contractor and / or person restricted by the client;
- (b) the date of commencement of the restriction
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of contractors or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must

be open to the public. The Register can be perused on the National Treasury website.

Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

Force Majeure

Notwithstanding the provisions of GCC Clauses 22 and 23, the contractor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

If a force majeure situation arises, the contractor shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

Termination for insolvency

The client may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

Settlement of disputes

If any dispute or difference of any kind whatsoever arises between the client and the contractor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual

consultation, then either the client or the contractor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the THIS PROCUREMENT INVITATION.

Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the client shall pay the contractor any monies due the contractor.

Limitation of liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the contractor shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay penalties and/or damages to the client;
- (b) the aggregate liability of the contractor to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in THIS PROCUREMENT INVITATION.

Notices

Every written acceptance of a bid shall be posted to the contractor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

The time mentioned in the contract documents for performing any act after such aforesaid notice

has been given, shall be reckoned from the date of posting of such notice.

Taxes and duties

A foreign contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

A local contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the client.

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the NRF must be in possession of a valid tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Prohibition of restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the client, has / have engaged in the restrictive practice referred to above, the client may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the client may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

.....

DATE SIGNATURE

SIGNED AT **for and on behalf of the**

EMPLOYER on this..... **day of** **20**.....

AS WITNESSES:

1. **2.**

CLIENT

1. **2.**

C O N T R A C T O R

7. AUTHORITY TO SIGN DOCUMENTS / CONTRACTOR

I/We

of

hereby authorize

in his capacity asto sign all documents
appertaining to this Contract by Resolution of the Board of Directors / Power of Attorney / Written
Delegation of Authority .

Name:

Signature:

DATE



SAEON
South African Environmental
Observation Network

41 DeHavilland Crescent
The Woods, Block C
Perseus Technopark
Brummeria
PO Box 2600,
Pretoria, 0001
Tel: 012 349 7700
Fax: 012 349 7719
theo@saeon.ac.za

ANNEXURE A

Reference Form – NRF/SAEON/COLBYN/2016

Date: DD/MM/YYYY

The National Research Foundation seeks to appoint a suitable service provider to undertake construction works to do alterations and additions to an existing residential dwelling and convert it into SAEON office building at 56 Florence Street, Colbyn, Pretoria. You are hereby requested to rate the service provider for previous similar work undertaken on your behalf.

Name of Contractor: _____

Criteria	Needs Improvement	Meets Requirements	Exceeds Requirements	Provides Value Added service	
Ability to undertake and complete construction work timeously and according to agreed standard					
Ability work within approved budget without compromising quality					
Experience in construction works to do alterations and additions to convert residential dwelling into office building					
Ability to handle sub-contractors and hold them accountable for work done					
Ability to understand and interpret drawings, specifications and cost Bill of Quantities					
		Would you use the service provider again		Yes	No
Overall Impression: Range from 0 – 5 “0 =Not Recommended ; 2 - 3 Recommended; and 4 - 5 =Highly Recommended”	0 - 1	2 - 3	4 - 5		

Name of Referee (Client) _____

Completed By: _____ Contact Number: _____

Designation: _____ Signature: _____