

INVITATION TO BID

APPOINTMENT OF A MAIN CONTRACTOR FOR THE CONSTRUCTION OF NEW OFFICES AND ALTERATIONS TO ABLUTION FACILITIES AT Ithemba LABS IN FAURE, WESTERN CAPE.

It is estimated that tenderers must have, as a minimum, CIDB Contractor Grading of 3GB or higher

Bidder Name:			
Bid Number:	NRF/ILABS IOP1 /34/2023-24		
Closing Date	1st of July 2024 @ 11:00 am		
Compulsory Site Briefing Date	14 June 2024 @ 10:30 am The compulsory site vsit address: iThemba LABS, Auditorium, Old Faure Road, Faure, Western Cape, 7131		
Closing Time:	11:00 am		
Bid Box Address	Tender Box, Main Security Gate, iThemba LABS, Old Faure Road, Faure Western Cape, 7131, South Africa GPS coordinates: 34.025°S 18.716°E Dimensions of tender box opening: 300 mm x 20 mm Electronic Submissions are accepted (Email to scm@tlabs.ac.za)		
Envelope Addressing	On the face of each envelope/pdf, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address mail.		
Bidding procedure enquiries are directed in writing to:			
Technical information queries are directed in writing to:			
Section	Supply Chain Management	Section	General Technical Support
Contact person	Mr L Buje / Ms L Gordon	Contact person	Mr Phillip Beukes
E-mail address	scm@tlabs.ac.za	E-mail address	scm@tlabs.ac.za

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. **DO NOT FALL FOR IT, IT IS A SCAM!** The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

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INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms 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 National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

INTRODUCTION TO THE Ithemba LABS BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and Applied Nuclear Physics Research using Particle Beams
- Research Radiation Biophysics
- The supply of Accelerator-produced Radioactive Isotopes for Nuclear Medicine and Research

Please visit the iThemba LABS website (<http://tlabs.ac.za>) for more information.

CONTEXT OF THIS PROCUREMENT NEED

iThemba LABS seeks to appoint a reputable Principal Contractor to renovate an existing building, by constructing additional offices, renovating ablution facilities and constructing a covered walkway. This to accommodate members of staff of the expanding Nuclear Medicine section.

The project entails alterations to existing building floor plans, subdivision of existing spaces into offices, enclosing covered areas turning it into office space as well as construction of a covered walkway between two adjacent buildings. In addition, the renovation of existing ablution facilities to fulfil health and safety as well as the relevant building codes.

In total, the objective is to construct four new offices in an existing building and upgrade three ablution facilities as well as a walkway.

BIDDING PROCEDURE

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including the annexures and the Conditions of Contract forming part of this contract.

CENTRAL SUPPLIER DATABASE REGISTRATION

The NRF is legally required to contract with bidders that are registered on the Central Supplier Database. Bidders must include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database and registration with CIPRO.

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. sent their contact details to the parties listed above for bidding procedure queries) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.

RESPONSE PREPARATION COSTS

The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

COUNTER PROPOSALS

No counter proposals or variations are accepted as this is a bid for construction services.

TWO ENVELOPE SYSTEM

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

- a) All responses must be submitted in two sealed envelopes/boxes.
- b) The first envelop/box/pdf file shall have the technical, administrative, and the evidence required as listed in section BIDDER'S CAPABILITY AND CAPACITY EVIDENCE OF MEETING THIS BID'S QUALIFYING MINIMUMS on page 12 and must exclude the SBD 3.2 inclusive of the priced bill of materials.
- c) The second envelop/box/pdf file shall only have the financial response being the SBD 3.2 inclusive of the priced bill of materials.
- d) Bidders must ensure that they do not indicate any financial information in the first envelop/box/pdf file.

COLLUSION, FRAUD AND CORRUPTION

Any effort by Bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

FRONTING

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

GENERAL DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Contract” means the entire bid document inclusive of scope of work including specification as set out in the respective annexures, price conditions and SBD3.2 price quote table supported by the priced bill of materials, service delivery conditions, performance conditions with their key performance indicators, special conditions and the JBCC general conditions when attached to the Standard Bidding Document 7.2 (SBD 7.2) which has been signed by the awarded bidder and the National Research Foundations;

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

Further definitions specific to the contract are those defined in the JBCC PBA 6.2 of 2018

Checking Tax Compliance

iThemba LABS verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services.

Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Cancellation of the Bid prior to Award

The NRF cancels the Bid Invitation prior to making an award where

- a. Due to changed circumstances there is no need for the specified procurement in the document, or
- b. No bids meet the minimum required specification, or
- c. A material irregularity occurred in the bid process, or
- d. Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

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

EVALUATION PROCESS

A multiple stage process, with sub-stages when required, is followed:

Technical and Administrative Compliance (One):

Compliance with administrative and evaluation requirements as stated in the contract portion being Contract Part A – Work Statement Including Specifications Contract Part B - Pricing SBD 3.2, and Contract Part C - Returns.

All bidders that fail to meet these requirements are disqualified.

The Bid Evaluation Committee may conduct interviews and/or site visits of successfully completed projects with bidders to clarify certain aspects of the bid.

Awarding stage (Two):

Only bidders that meet the PPPFA (2000) definition of acceptable bids (set out in the previous section) enter stage two.

The Bid Evaluation Committee ranks the bidder's offered bid price in accordance with the PPPFA and its 2022 Regulations and assigns price points. The Bid Evaluation Committee adds to the price points claimed preference points stated on the SBD6.1 form. The combined score is ranked with the award recommendation made on the bid scoring the highest combined points.

CIDB:

- Only those tenderers / service providers who are registered with the CIDB, or are capable of being so prior to the evaluation of submission, 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 (3GB) or 25(7A) of the Construction Industrial Development Regulations, for a 3GB or higher class of construction work, are eligible to have their tenders evaluated.
 - **Joint ventures are eligible to submit tenders provided that:**
 1. Every member of the joint venture is registered with the CIDB;
 2. The lead partner has a contractor grading designation in the 3GB or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
 3. The combined contractor grading designation calculated in accordance with the Construction Development Regulations is equal to or higher than a contract grading designation determined in accordance with sum tendered for a 3GB or higher class of construction work or a value determined in accordance with Regulation 25 (3B) or 25(7A) of the Construction Industry Development Regulations.

CONTRACT PART A – WORK STATEMENT INCLUDING SPECIFICATIONS

SUMMARY OF SERVICES REQUIRED

iThemba LABS requires the service of CIDB (Grade 3GB) Registered Building Contractor/s for the construction of new offices and alterations to existing ablutions at iThemba LABS in Faure, Cape Town, install the necessary finishes, plumbing, electrical and mechanical works as outlined in these specifications and associated Bill of Quantities.

The scope of works is detailed in section Detailed Scope of Work Including Specifications on page 11. The work will comprise Architectural and Structural engineering services. This entails but is not limited to; connections to existing and or municipal servitudes; power supply and lighting to the building; provision and installation of HVAC systems.

PRINCIPAL AGENT APPOINTED BY ITHEMBA LABS

iThemba LABS has appointed as Principal Agent, the service provider Formspace Architects who will act on behalf of iThemba LABS in managing the contractor to ensure successful execution of this project.

CONTRACT PERIOD
<p>The contract will commence on the date of signing SBD 7.2 and will terminate after the snagging period has lapsed.</p> <p>The project is to be completed within four (4) months from the date of confirmation of purchase order.</p>

SITE LOCATION



There is no obstruction on the proposed site and the ground cover is paving/grass. The site is also situated close to an access road. There are parking spaces directly west of the proposed site. The site is also relatively flat, which is favourable to keep layer works to a minimum. Further clarification to be provided at the site clarification meeting.

DAYS, HOLIDAYS, AND WORKING HOURS

As previously stated, the works will be done within existing buildings and around occupied office spaces. It is of utmost importance that, to the best of the bidder's ability, normal operations must not be hindered. Working times, will be from 08:00 to 16:30 on week days. The working times and planning around occupancy will be discussed with the successful Contractor for careful consideration and planning.

STATUS QUO AND EMPLOYER'S INPUT

1. The existing buildings are on the iThemba LABS site.
 - 1.1. Create two (2) new offices inside building (N-block) in exiting open/partitioned spaces and upgrade ablution facility.
 - 1.2. The adjacent block to upgrade two existing ablution facilities.

3. The existing services (water, sewer) are close to the proposed site so no unnecessary excavations are required to tie into the existing services.

SITE VISITS

PLEASE NOTE: Bidders shall familiarize themselves with the requirements of the site and area where the construction shall be implemented including the plans and specifications related to each of these areas.

A compulsory site clarification meeting will be held, see below details.

Date and time: 14 June 2024 @ 10:30 am

Address: iThemba LABS, Auditorium, Old Faure Road, Faure, Western Cape, 7131

DETAILED SCOPE OF WORK INCLUDING SPECIFICATIONS

REFER TO ANNEXURE C: DETAILED SPECIFICATIONS CONTAINED IN THE BOQ

ELECTRICAL SCOPE OF WORKS

The Electrical scope comprises of lighting and power skirtings to the new offices and new ceiling light points in the ablutions, all connected to existing circuits.

a. Power Supply

- Power supply to be connected to existing circuits.
- Power points/general sockets, among others, form part of the Electrical scope.
- Power is to be provided to the equipment in four new offices such as HVAC.

b. Lighting

- All ablutions and offices will be equipped with a single light switch at the entry way.
- The lamp technologies to be installed are energy efficient LED fittings.

c. Wireways

These include the following:

- Small power reticulation

- Power skirting

Refer to the Electrical specifications document and drawings for a detailed scope of works description.

Refer to the Bill of Materials for further detail.

MECHANICAL SCOPE OF WORKS

The following system components form part of the Mechanical Scope:

- Heating, ventilation and air conditioning (HVAC)

Refer to the Bill of Materials for further detail.

DRAWINGS ATTACHED FORMING PART OF THE SPECIFICATION

Drawing No.	Description/Title	
100	GROUND FLOOR PLAN WALKWAY PLAN	Annexure E
100_D	DEMOLITION PLAN	Annexure E
100_F	FIRE PLAN	Annexure E
200	ELEVATIONS TILE LAY-OUT SECTIONS	Annexure E
300	ELECTRICAL PLAN CEILING PLAN WINDOW & DOOR SCHEDULE	Annexure E
400	SANS 10400 XA COMPLIANCY CALCULATIONS	Annexure E
23/2274/01 Rev0	RAFT LEVEL CONCRETE LAYOUT & SECTIONS	Annexure E
23/2274/02 Rev0	EAVES LEVEL STEEL LAYOUT & DETAILS	Annexure E
23/2274/03 Rev0	EXISTING STRUCTURE FOUNDATION DETAILS	Annexure E

BIDDER'S CAPABILITY AND CAPACITY EVIDENCE OF MEETING THIS BID'S QUALIFYING MINIMUMS

1. **The bidder provides as a minimum the following documents to qualify for the bidding price competition:**
 - 1.1. A valid CIDB registration;
 - 1.2. Proof of having the minimum CIDB grading specified in this document;
 - 1.3. Submission of a project portfolio of a minimum of 5 similar projects – specific wording about value of project, duration, etc covering a similar scope and works including radiopharmaceutical or nuclear HVAC systems (restricted to a minimum of 3 projects).
 - 1.4. Details and CV of the identified capable resource (foreman/contract project manager) available that will be assigned to the project to ensure the project is delivered on time.

- 1.5. Confirmation in the form of a Broker's Letter that the bidder has suitable insurance cover for the project along with the necessary professional indemnity insurance cover.
- 1.6. Completion of the CONSTRUCTION GUARANTEE (AS STATED IN THE CONTRACT DOCUMENT Ce, Item 2.0) on page 35
- 1.7. Latest audited financial statements;
- 1.8. High-level project plan as detailed;
- 1.9. Construction program detailing work performed by the trades and timing per stages demonstrating the completion of the project in four months;
- 1.10. Three (3) reference letters or project completion certificates with contact details for those whom the bidder has completed similar work for within the last sixty (60) months (preferably last thirty-six (36) months) that meets the minimum threshold
- 1.11. Submission of a company profile showcasing that the bidder has at least 5 years' experience in similar construction projects
- 1.12. This document (SBD 1) must be signed.
- 1.13. Bidders Disclosure (SBD 4) must be signed.
- 1.14. Submission of a Valid (meaning not expired) Letter of good conduct from the Department of Labour (or approved institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)
- 1.15. Preference points claim (SBD 6.1).
- 1.16. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.
- 1.17. Pricing (SBD 3.2) in the format provided in this document (separate envelope) with supported by the Priced Bill of Materials labelled as Annexure C

SPECIAL CONDITIONS TO THE JBCC 6.2 2018 GENERAL CONDITIONS

Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title JBCC 6.2 2018 General Conditions forming part of these special conditions and conditions of contract.

PROJECT MANAGEMENT

The General Technical Support Department Project Office is responsible for the execution of this Tender and subsequent contract. The Nuclear Medicine department of iThemba Labs Cape Town is the main client of this contract.

PRINCIPAL AGENT

iThemba LABS has appointed Formspace Architects as the Principal Agent for this project.

IMPLEMENTATION PLANNING AND PROJECT MANAGEMENT

The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation.

PERFORMANCE VERIFICATION

The NRF appointed Principal Agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. The Principal Agent has the authority to require the contractor to uncover any work for performance verification. Both parties verify this through signing the verification documentation.

REPORTING

Monthly reports, inclusive of up-to-date financial statements, shall be produced to report on progress. Reports shall be issued one week ahead of monthly site meetings for perusal before, and discussion at the meetings. Site meetings shall be escalated to two-weekly meetings from two months ahead of the commencement of construction work on site.

SITE VISITS

Site visits shall be conducted on a regular basis as the work requires or on request of the Client by the Principal Agent.

LOCAL SUPPORT FOR INSTALLED EQUIPMENT

The Bidder shall ensure that all major installed equipment shall have reputable Service Centres in the Western Cape. Service Centres shall offer On-site Field Support 24 hours per day, 7 days per week

INSPECTIONS, TESTS, AND ANALYSES The contractor shall carry out all the comprehensive tests, inspections, and checks required for the issuance of the Certificate of Analysis upon delivery of the items.

OCCUPATIONAL HEALTH AND SAFETY

Occupational Health and Safety when working on NRF sites: All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7.1), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

CONTRACT DUE DILIGENCE DURING THE CONTRACT PERIOD

iThemba LABS has the right to conduct supply chain due diligence. The iThemba LABS Principal Agent have the right to conduct site visits and inspections at any given time during the contract period.

COMMUNICATION (GENERAL CONDITION OF CONTRACT CLAUSE NO: 31)

The appointed bidder communicates in writing through regular mail, physical delivery, or email. The appointed bidder states the contract number and purchase order number on communication documentation. The contract bidder does not act upon any communication without the contract number or must verify such communication with the iThemba LABS project manager prior to acting upon it.

PERFORMANCE SECURITY (GENERAL CONDITION OF CONTRACT CLAUSE NO: 7)

An acceptable financial performance bond is required where iThemba LABS pays an upfront deposit over an amount of R 1 million to the same value as any such upfront deposit. The JBCC portion talks to different forms of performance security - please align these

PAYMENT (GENERAL CONDITION OF CONTRACT CLAUSE NO: 16)

It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.

23.1

Ceiling Price Calculation for price competition: iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.

23.2	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	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.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	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.
	Prohibition of restrictive practices
34.1	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).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser 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.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser 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.

PERFORMANCE/SERVICE LEVEL CONDITIONS

The NRF measures the contracted bidder's performance against these in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement

If the appointed bidder fails to meet any performance level:

- a) The contracted bidder shall investigate and report on the root causes of the performance level failure;
- b) Promptly correct the failure and begin meeting the set performance levels;
- c) Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d) Take appropriate preventive measures to prevent the recurrence of the performance level failure.
- e) In the event of the non-performance as per the agreed contract after following the above steps including hearing the other side, iThemba LABS will terminate the contract. In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
OHS Compliance	Non-compliance with OHS Act.	R 1 000 for each and every occurrence of non-compliance.
Management of Contractors	The bidder manages all its staff and contractors until successful close-out of the projects.	Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data
Quality System	A quality system is applied to manage all non-conformances to the Client's satisfaction.	Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data
Technical Specifications and adherence to full tender	Compliance with the technical specifications and set quality standards	Penalties to be applied are those

documents	for the respective technical specifications stipulated in the contract documents.	set out as per JBCC clause 4.1 in the contract data
Master Programme	<p>The bidder compiles to a four (4) months project schedule for all activities required to complete the works.</p> <p>This schedule forms the control base.</p> <p>After the Employer approves this project schedule, the bidder will show on a fortnightly basis actual progress achieved as well as forecasted progress against the control base. This programme must be submitted to the Employer in a MS Projects and PDF format. The programme must be updated and submitted to the Employer two (2) working days before the progress meetings.</p>	Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data
Document Control	<p>Configuration control system is applied to all project documentation.</p> <p>All documentation must be directed to the appointed Principal Agent and then to the iThemba LABS Project Manager</p>	Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data
Risk Assessment and Constructability Plans	The bidder facilitates the construction risk assessment sessions and constructability plan meetings prior to any construction work on-site in accordance with an agreed risk assessment system.	Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data
Organisation and structure	The appointed Principal Agent ensures an organisational structure and personnel for the execution of the Project to comply with all the provisions as stated in the JBCC 6.2 and to comply with all provisions stated in the Scope.	<p>NT GCC</p> <p>Penalties to be applied are those set out as per JBCC clause 4.1 in the contract data</p>

CHECKLIST TO QUALIFY FOR PRICE EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>			
(M – Mandatory); (O – Optional)	M/O	DECISION	Bid Section Reference	Reference to Bidder's document
Bidders who achieve a “Yes” score in this section qualify for the pricing competition.				
Verified Procurement Invitation (SBD 1) against CSD with no discrepancies, signed and completed per page 50 & 60	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 44-47	
Contract data: contractor to employer (CE) - Contractor addendum code 2101-ce meeting Client's requirements	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 48	
Verify the Bidder's Disclosure (SBD 4), signed and completed reflects no unacceptable risks to the business unit per page 52	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 52 to 58	
Preference Points Claimed (SBD 6.1), signed and completed with the required proof supporting the claim.	O	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 55	
The resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder) is valid to the bidder's CSD re directors/owners	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
Confirmation of Public Liability Insurance cover of R 10 million meets requirements	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
The bidder's CIDB Grading certificate meets 3GB or higher, is valid, and bidder registration has not been suspended	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	

CHECKLIST TO QUALIFY FOR PRICE EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>			
(M – Mandatory); (O – Optional)	M/O	DECISION	Bid Section Reference	Reference to Bidder's document
Letter of good conduct from the Department of Labour (or approved institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) is valid	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
The detailed construction program has the schedule for all work packages and its specific timelines will deliver the completion of the project within 4 months	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
The company profile demonstrates that the bidder has at least 5 years' experience in similar construction projects	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
The project portfolio of a minimum of 5 similar projects demonstrates have done and managed similar projects to their client's satisfaction	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
The three written reference letters with project completion certificates show the bidder has met requirements or exceed those	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12	
Pricing (SBD 3.2) in the format provided in this document with the priced Bill of Materials as set out in this document and all pricing documents were submitted in a (separate envelope	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12 and 40 to 44	

Competence Criterion	Key Aspects of Criterion	Point Allocation	DECISION (points awarded)	Total Points
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Only bidders that achieve a score higher than the minimum threshold for this section will qualify for the pricing competition: Minimum threshold = 75 % (34/45)

Project Construction Program as per the specifications.	Project construction program for the project capturing the specific details by trade.	No Submission	0	15
		Project Schedule is not adequately detailed, i.e. milestones and critical path not defined	5	
		Project Schedule shows estimated start and finish dates. Major milestones, critical path and estimated duration and logic to reach works completion is identified	10	
		A clearly documented Project Schedule indicated a start and end date, major milestones clearly identified, critical path and estimated duration and logic to reach works completion clearly reflected. Project Schedule further contains information on execution integration and redundancy for unforeseen delays or occurrences.	15	
Bidders Experience in Construction Projects.	Submission of a company profile showcasing number of years' experience that the bidder has in similar construction projects completed within the last sixty (60) months	No Submission	0	15
		5 years with 3GB	5	
		6-10 years with 3GB grading	10	
		11 or more years with 3GB grading	15	
Capacity of Key Personnel and Staff	Detailed CV of the identified Site Foreman with contactable references	No Submission	0	15
		1-5 years site Foreman Construction Experience	5	
		6-9 years General Foreman Construction Experience	10	
		10 or more years General Foreman Construction Experience	15	
TOTAL				45

JBCC 6.2 2018 GENERAL CONDITIONS

JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT EDITION 6.2 (MAY 2018 EDITION)

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement Edition 6.2 (May 2018 edition) published by the Joint Building Contract Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

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

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

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

The SANS Standardised Specification, and specific amendments and additions shall be deemed to be incorporated in the bill of quantities.

FOR INFORMATION PURPOSES ONLY - TO BE SIGNED ON APPOINTMENT

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

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

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

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

	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specification, the preambles section of the BOQ, and the Structural Engineers drawings and

JBCC 6.2 2018 GENERAL CONDITIONS

specifications.

Copyright and Intellectual Property

Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).

Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the appointed parties to this contract prior to the effective date of this contract.

Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the appointed parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The appointed supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the appointed deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The appointed supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.

The appointed supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.

The appointed supplier/party irrevocably appoints the National Research Foundation to be its

JBCC 6.2 2018 GENERAL CONDITIONS

true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

Confidentiality

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:

- a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.
- b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- a. Disclose the confidential information to any third party, or
- b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
- b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
- d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary

JBCC 6.2 2018 GENERAL CONDITIONS

	<p>or electronic form, of the confidential information including but not limited to:</p> <ol style="list-style-type: none"> a. All written disclosures received from the NRF; b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and c. All material embodiments of the contract intellectual property. <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
	<p>Protection of Private Information</p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.</p>

CONTRACT DATA – EC - CONTRACT DATE EMPLOYER TO CONTRACTOR	
Clause number	Contract Data – Employer

<p>1.1 [1.1]</p>	<p>Employer: National Research Foundation/iThemba Labs</p> <p>Postal Address: PO Box 395, Pretoria 0001, South Africa.</p> <p>Physical Address: Old Faure Road,</p> <p style="text-align: center;">Faure</p> <p style="text-align: center;">Western Cape,</p> <p style="text-align: center;">7131,</p> <p style="text-align: center;">South Africa</p> <p>E-mail: phillip@tlabs.ac.za</p>
<p>1.2 [6.1]</p>	<p>Principal Agent: Formspace Architects</p> <p>Postal Address: 42 Diaz Street</p> <p style="text-align: center;">Strand</p> <p style="text-align: center;">Western Cape</p> <p style="text-align: center;">South Africa</p> <p style="text-align: center;">7140</p> <p>Tel no.: 082 4511 818</p> <p>E-mail: piet@formspace.co.za</p>
<p>1.3 [6.2]</p>	<p>Agent (1): Formspace Architects</p> <p>Agent's Service: Architect</p> <p>Postal Address: 42 Diaz Street</p> <p style="text-align: center;">Strand</p> <p style="text-align: center;">Western Cape</p> <p style="text-align: center;">South Africa</p> <p style="text-align: center;">7140</p> <p>Tel no.: 082 4511 818</p> <p>E-mail: piet@formspace.co.za</p>
<p>1.4 [6.2]</p>	<p>Agent (2): Metric Quantity Surveyors</p> <p>Agent's Service: Quantity Surveyor</p> <p>Postal Address: Suite 5, Building 3, Tre-Monde Office Park</p> <p style="text-align: center;">2 Niblic Way</p> <p style="text-align: center;">Somerset West</p> <p style="text-align: center;">Western Cape</p>

	<p style="text-align: center;">South Africa</p> <p style="text-align: center;">7130</p> <p>Tel no.: 021 852 8868</p> <p>E-mail: admin@metricqs.co.za</p>
1.5 [6.2]	<p>Agent (3): Struwig Kotze Consulting Structural Engineers</p> <p>Agent's Service: Structural Engineering</p> <p>Postal Address: 244 Main Road</p> <p style="text-align: center;">Strand</p> <p style="text-align: center;">Western Cape</p> <p style="text-align: center;">South Africa</p> <p style="text-align: center;">7140</p> <p>Tel no.: 066 034 9611</p> <p>E-mail: info@sk-engineers.co.za</p>
1.9 [6.3]	<p>Interest of principal agent or other agent in the project. (Yes/No): No.</p> <p>Details where 'Yes':</p> <p>.....</p>
1.10	<p>The principal agent named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified.</p>
2.1 [1.1]	<p>The law applicable to this agreement:</p> <p>Republic of South Africa.</p>
2.2 [1.1]	<p>Works identification:</p> <p>Refer to PART A.</p>
2.3 [1.1]	<p>Site description : Date and time: 14 June 2024 @ 10:30 am</p> <p>Address: iThemba LABS, Auditorium, Old Faure Road, Faure, Western Cape, 7131</p>
2.4 [12.1.5]	<p>Possession of the site is to be given:</p> <p>Within five (5) working days after receipt of documentary evidence that:</p> <ul style="list-style-type: none"> • Insurances have been effected [12.2]; • Security has been provided to the Employer [14.1]; • Contractor's line has been signed; and • Safety plan has been approved by the Employer.

2.5 [12.2.7]	Period for the commencement of the works after the contractor takes possession of the site: Five working days.
2.6 [20.1]	Completion of the works in sections is required: No.
2.7 [11.10; 12.1.1]	Waiver of the contractor's lien or right of continuing possession is required: Yes.
2.8 [12.1.4]	Defined restrictions to the site area. Where 'Yes' the specific requirements are described below or detailed in the contract documents: Refer to SITE LOCATION on page 10
2.9 [12.1.3]	Described relevant natural features and known services. Where 'Yes' the specific requirements are described below or detailed in the contract documents: Refer to SITE LOCATION on page 10
2.10 [12.1.2]	Existing premises will be occupied. Where 'Yes' the specific requirements are described below or detailed in the contract documents: Refer to SITE LOCATION on page 10
3.1 [10.1.1; 10.2]	Contract works insurance to be effected by: Contractor. For the sum of: Contract sum... plus 20%.....(Amount) With a deductible of: R10 000.00(Amount)
3.2 [10.1.2; 10.2; 10.7]	Supplementary/special insurance to be effected by: N/A..... For the sum of: N/A.....(Amount) With a deductible of: N/A.....(Amount)
3.3 [10.1.3, 10.2]	Public liability insurance to be effected by: Contractor. For the sum of: R10 000 000.00(Amount) With a deductible of: R10 000.00(Amount)
3.4 [10.1.4]	Support insurance to be effected by: N/A.....

	<p>For the sum of: N/A.....(Amount)</p> <p>With a deductible of: N/A.....(Amount)</p>
<p>3.5 [10.1.5; 10.1]</p>	<p>Special insurance to be effected by: N/A.....</p> <p>Type: N/A..... </p> <p>For the sum of: N/A.....(Amount)</p> <p>With a deductible of: N/A.....(Amount)</p>
<p>4.1 [19.3.3; 24.1; 25.0; 26.0; 27.0; 29.0]</p>	<p>Practical completion for the works as a whole: The date for practical completion: 4 months from the date of site handover. The penalty per calendar day is: R2000 per day</p>
<p>4.2 [19.3.3; 20.1]</p>	<p>Practical completion for works in sections: Number of sections: N/A</p> <p>Date for practical completion – Section 1: N/A..... Penalty per calendar day: N/A.....</p> <p>Date for practical completion – Section 2: N/A..... Penalty per calendar day: N/A.....</p> <p>Date for practical completion – Section 3: N/A..... Penalty per calendar day: N/A.....</p> <p>Date for practical completion – Section 4: N/A..... Penalty per calendar day: N/A.....</p>
<p>5.1 [5.6]</p>	<p>Construction document copies to be supplied to the contractor free of charge: Three (3).</p>
<p>5.2 [5.4]</p>	<p>The priced document may be used as a specification of materials and goods and work methods: No.</p>
<p>5.3 [17.1.1]</p>	<p>Changes made to JBCC standard documents: Yes. Refer to 6.0.</p>

5.4 [12.2.2]	On acceptance of the tender the priced document is to be submitted within the stated working days: Priced document to be submitted with tender.
5.5 [15.0]	Work to be undertaken by direct contractors: No.
5.6 [12.2.19]	On achievement of practical completion, the contractor is to hand over certificates and manuals, etc. related to the works as listed below: <ul style="list-style-type: none"> • Electrical Certificate of Compliance; • Fire Certificate; • Glazing Certificate; Structural Engineers Certificate <ul style="list-style-type: none"> • Plumbing Certificate of Compliance; • All documentation to comply with statutory and legislative requirements; • HVAC operating and maintenance manuals and guarantee certificate. • All documentation required for occupancy.
5.7 [25.2]	Interim payment certificate to be issued by: 25th of each month.
6.0	CHANGES MADE TO THE STANDARD JBCC PBA DOCUMENT
6.1 [1.0]	<p>DEFINITIONS AND INTERPRETATION</p> <p>Replace CONSTRUCTION PERIOD with the following: <i>The period commencing on the date on which the possession of the site was handed over to the contractor as recorded on the site possession certificate and ending on the date for practical completion and excluding all statutory holidays and recognised annual building holiday periods.</i></p> <p>Add CONTRACT MINUTES: <i>A comprehensive set of minutes prepared by the principal agent in which all pertinent contractual information that arises at meetings is progressively recorded.</i></p> <p>Add CONTRACT PERIOD: <i>The period commencing on the date of acceptance in terms of Form of Acceptance and ending on the date of Certificate of Final Completion.</i></p> <p>Replace CONTRACT SUM with the following: <i>The accepted amount provided for in the agreement made in terms of the Form of Offer and Acceptance.</i></p> <p>Add DATE FOR PRACTICAL COMPLETION: <i>The contractual completion date or dates stated in the contract data or revision thereof [29.0] on or before which the Contractor agrees to bring the works or sections thereof to practical completion. The Contractor will be liable for the determined penalty in failure of such.</i></p>

	<p>Replace PROGRAMME with the following: <i>A diagrammatic representation, made available electronically and in hard copy, of the planned execution sequence of the works indicating the dates for commencement and completion thereof, and accepted by the Principal Agent, and shall be used by the contractor to plan and execute the works and by the Principal Agent to monitor progress and shall be the sole basis for the assessment of any claims [29.0].</i></p>
6.3 [5.2]	<p>DOCUMENTS The original signed set of contract documents is to be held by the employer.</p>
6.4 [25.10]	<p>INTERIM PAYMENT Replace SUB-CLAUSE 25.10 with the following: The Employer shall pay the Contractor the amount certified within 30 calendar days from the date of receipt of the Contractor's original VAT invoice in support of payment certificate at the physical address of the Employer stated in the EC.</p>
6.5	<p>All clauses under Special Conditions are part of this JBCC Contract conditions as well as all data in Contract Part A, B, and C</p>
7.1 [30.6.1; 30.7.4]	<p>The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the parties; The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the parties.</p>
7.3 [1.1]	<p>WORKING DAYS Contractor annual holiday period is applicable: Yes.</p>
8.1	<p>AGREEMENT SBD 7.2 WITH THIS AS ANNEXURE The agreement comprises the entire contract between the parties. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the parties</p>
8.2	<p>Contracting parties (to be completed on signing of the contract):</p> <p>(1) Employer: </p> <p>Physical Address: </p> <p>Tel and Fax Nos.: </p> <p>E-mail:</p>

FOR THE CONTRACTOR:

Thus, done and signed aton

.....

Name of signatory
who by signature

.....

For and on behalf of the contractor

hereof warrants authorisation

hereto.

.....

as Witness (2)

Details of Witness (1)

Details of Witness (2)

Name:

Name:

Address:

Address:

CONSTRUCTION GUARANTEE (AS STATED IN THE CONTRACT DOCUMENT CE, ITEM 2.0)

The Contractor shall have the right to choose the Construction Guarantee as stated in the Contract Document CE, Item 2.0.

NB:

- **It should be noted that Guarantors must be registered with the Financial Services Board (FSB); and**
- **No alterations or amendments of the wording of the pro-forma Construction Guarantee included in Part C1.3 will be accepted.**

CONSTRUCTION GUARANTEE (PRO-FORMA)
GUARANTOR DETAILS AND DEFINITIONS

Guarantor means:

.....

Physical address:

.....

Guarantor's registration number with the Financial Services Board (FSB):

.....

Guarantor's signatory 1:

Capacity:

Guarantor's signatory 2:

Capacity:

Employer means:

.....

Contractor means:

.....

Agent means:

.....

Works means:

.....

Site means:

.....

Agreement means:.....

Contract Sum means the accepted amount inclusive of tax of: R

.....

Amount in words:

.....

Guaranteed Sum means the maximum aggregate amount of: R

.....

Amount in words:

.....

AGREEMENT DETAILS

Sections: Total sections (No or N/A):

.....

Last section (No/Identification or N/A):

.....

Principal Agent issues: Interim payment certificates, final payment certificate, practical completion certificate/s and final completion certificate/s.

VARIABLE CONSTRUCTION GUARANTEE

Where a variable Construction Guarantee in terms of the Agreement has been selected, this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

.....

.....

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum:

Amount in words:

.....

GUARANTOR'S LIABILITY

Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

.....

.....

PERIOD OF LIABILITY

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections:

Amount in words:

.....
GUARANTOR'S LIABILITY

Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

.....
.....
PERIOD OF LIABILITY

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections:

Amount in words:

.....
GUARANTOR'S LIABILITY

Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

.....
PERIOD OF LIABILITY

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified:

Amount in words:

.....
For avoidance of doubt, the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question.

FIXED CONSTRUCTION GUARANTEE

Where a fixed Construction Guarantee in terms of the Agreement has been selected, this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

.....
.....
PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

Amount in words:

.....

THE GUARANTOR HEREBY ACKNOWLEDGES THAT:

Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

Its obligation under this Guarantee is restricted to the payment of money.

Subject to the Guarantor's maximum liability, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified:

- **A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment.**
- **A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.**
- **A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum.**

Subject to the Guarantor's maximum liability, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

- **The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up. The demand shall enclose a copy of the notice of cancellation; or**
- **A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up. The demand shall enclose a copy of the court order.**

It is recorded that the aggregate amount of payments required to be made by the Guarantor shall not exceed the Guarantor's maximum liability.

Where the Guarantor is a registered insurer and has made payment, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

Payment by the Guarantor shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which

the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either; not exceeding 2.0% of the contract sum or not exceeding 5.0% of the contract sum, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earliest, whereafter no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.

This Construction Guarantee, with the required demand notices, shall be regarded as a liquid document for the purpose of obtaining a court order.

Where this Construction Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT DATE

GUARANTOR'S SIGNATORY 1

GUARANTOR'S SIGNATORY 2

WITNESS.....

DATE

WITNESS

DATE

GUARANTOR'S SEAL OR STAMP

CONTRACT PART B - PRICING SBD 3.2

Submit pricing in separate envelope (stand-alone)

SBD 3.2 NON - FIRM PRICING DETAIL AS SPECIFIED IN THE JBCC PAYMENT CLAUSES

1.	<p>Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point</p>
	<p>Price Delivery Points are: iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131</p>
2.	<p>Calculating the Bid Price: iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.</p>
3	<p>PRICING STRATEGY: The Pricing Strategy is a Re-measurement (Re-measurable) Contract.</p>
4	<p>PRICING SCHEDULE INSTRUCTIONS:</p> <ul style="list-style-type: none"> • Bidders must price in accordance with the Pricing Schedules. • These pricing schedules are to be summarized in the Pricing Schedule Summary below to enable iThemba LABS to compare price offers. • Failure to submit a priced offer using the provided Summary Pricing Schedule may make the bid liable for disqualification. • A Detailed Breakdown of costs must be attached to all invoices. • THE FULLY COMPLETED BILL OF MATERIALS AS SET OUT IN ANNEXURE C <p>All travel rates will be paid in line with the SARS Tax Free Rate no claim may exceed the distance from the primary place of business</p>

SBD 3.2 NON - FIRM PRICING DETAIL AS SPECIFIED IN THE JBCC PAYMENT CLAUSES

5 **GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

Bills of Quantities can be found in this document as **Annexure A**.

6 **DESCRIPTION OF ITEMS IN THE SCHEDULE**

Descriptions in the Bills of Quantities are abbreviated and may differ from those in the Specifications. No consideration will be given to any claim submitted on this basis.

7 **QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are provisional, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Principal Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

8 **PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the JBCC Series 2000 Edition 6.2, 2018. **The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.**

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

9 **PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the respective items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

SBD 3.2 NON - FIRM PRICING DETAIL AS SPECIFIED IN THE JBCC PAYMENT CLAUSES

Each item shall be priced and extended to the "Total" column by the tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The tenderer shall however note that in terms of the Tender Data the tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

10 **CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the tenderer.

11 **ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Quantity Surveyor at the tender evaluation stage.

12 **UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations, which may appear in the Bill of Quantities, are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
m	=	Meter
m ²	=	Square Meter
m ³	=	Cubic Meter

Submit pricing in separate envelope (stand-alone)

**SBD 3.2 NON - FIRM PRICING DETAIL AS SPECIFIED IN THE JBCC
PAYMENT CLAUSES**

t	=	Ton
kg	=	Kilogram
l	=	Litre
ea	=	Each
lot	=	Lot (complete)
Month	=	Month
ML	=	Mega litres

SBD 3.2PRICING SCHEDULE

	DESCRIPTION (see attached BOQ as Annexure C)	TOTAL PRICE
1		
2		
3		
4		
5		
6		
7		
8		
9		
SUBTOTAL OF ABOVE		R
15% VAT		R
TOTAL (Bid Price for price evaluation purposes)		R

CONTRACT PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS IOP1 /34/2023-24
Closing date and time	1st July 2024 @ 11:00 am
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
<p>APPOINTMENT OF A MAIN CONTRACTOR FOR THE CONSTRUCTION OF NEW OFFICES AND ALTERATIONS TO ABLUTIONS AT ITHEMBA LABS IN FAURE, WESTERN CAPE.</p> <p>Tenderers must have, as a minimum, <u>CIDB Contractor Grading of 3GB or higher</u></p>	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2) and enter into a JBCC Agreement with the NRF	
Bid response documents are deposited in the tender box situated physically at:	
<p><u>Physical address:</u> iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131</p> <p><u>Tender box opening hours</u> 08:00 am till 16:30 pm</p> <p><u>GPS Coordinates</u> Latitude: 34°1'56" S Longitude: 18°43'64" E</p> <p><u>Dimensions of tender box opening</u> 300 mm x 20 mm</p>	<p><u>Addressed as follows:</u> iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape 7131</p>
Number of ORIGINAL bid documents for contract signing	2
<p>Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. These, together with the JBCC serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.</p>	

Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):		1 electronic document as secured PDF or 1 hardcopy document	
TWO ENVELOPE SYSTEM		YES	
BID VALIDITY PERIOD FROM DATE OF CLOSURE		90 days	
BRIEFING SESSION OR SITE VISIT DETAILS			
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	General Technical Support
Contact person	Mr L Buje / Ms L Gordon	Contact person	Project Manager: Mr. Phillip Beukes
E-mail address	scm@tlabs.ac.za	E-mail address	scm@tlabs.ac.za

SUPPLIER INFORMATION			
Name of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	

E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN			Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate		Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
Are you the accredited representative in South Africa for the goods /services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/ works offered? <input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.					
BID SUBMISSION					
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.				
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped				

3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7.2).
TAX COMPLIANCE REQUIREMENTS	
1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za
4.	Bidders may also submit a printed TCS certificate together with the bid.
5.	In bids where consortial/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

CONTRACT DATA: CONTRACTOR TO EMPLOYER (CE)

CONTRACTOR ADDENDUM CODE 2101-CE

Introduction

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

Definitions

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

Provision of Contract Data

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

Reference Clauses

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

Clause number	Contract Data – Contractor
9.1	Contracting Party:..... Contractor: Postal Address: Physical Address: Tel No.: E-mail: VAT No.:
10.1 [11.1-5]	The security provision options to be selected are: • Variable Construction Guarantee; and • Fixed Construction Guarantee and Payment Reduction. Selection:
10.2 [11.2.2]	Advance payment is required? Where 'Yes' – Amount R
10.3 [11.2.2]	An Advance Payment Guarantee to be provided: Yes.
11.1	PAYMENT AND ADJUSTMENT OF PRELIMINARIES Payment of preliminaries The payment of preliminaries shall be according to the option selected by the Contractor. The amount included in each monthly payment certificate in respect of preliminaries as stated in the contract data shall be: Option A

Assessed by the Principal Agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum, excluding:

- **The amount for preliminaries;**
- **Any contingency sum; and**
- **Any amount in respect of CPAP.**

All inclusive of tax.

Option B

Calculated from the priced items in the bills of quantities/lump sum document. The Contractor and the Principal Agent shall agree on a division of the priced preliminary items into:

- **An initial or establishment charge;**
- **A monthly charge; and**
- **A final or disestablishment charge.**

All inclusive of tax.

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

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

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

Should the Contractor and the Principal Agent be unable to agree such division then the Principal Agent shall make a division of the amount of preliminaries to be incorporated in the valuations of each monthly payment certificate.

Adjustment of preliminaries

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

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

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

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

All inclusive of tax.

Option A

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

- **An amount which shall not be varied;**
- **An amount which shall be varied in proportion to the contract value as compared with the contract sum; and**
- **An amount which shall be varied in proportion to the construction period as compared to the initial construction period, excluding revisions to the construction period for which the Contractor is not entitled to make adjustments of the contract value in terms of the agreement.**

The Contractor shall, within 15 working days of taking possession of the site, give the Principal Agent a breakdown, subdivided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the Principal Agent.

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

- **10% which amount shall not be varied;**
- **15% which amount shall be varied in proportion to the contract value as compared with the contract sum;**

	<p>and</p> <ul style="list-style-type: none"> • 75% which amount shall be varied in proportion to the construction period as compared with the initial construction period. <p>For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% of the contract sum, excluding:</p> <ul style="list-style-type: none"> • Any contingency sum; and • Any amount in respect of CPAP. <p>All inclusive of tax.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorised amounts into sections. Should the Contractor fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each section.</p> <p>Option B</p> <p>The Contractor shall, within 15 working days of taking possession of the site, provide the Principal Agent with a detailed breakdown of the amount for preliminaries. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport, and other resources and charges included in the amount for preliminaries. The Contractor shall show the periods to which the individual items related with the charge rate for such items by means of a programme all to the satisfaction of the Principal Agent.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with details of the resources required for each section and those that are common to sections. Should the Contractor fail to provide such information within the period stipulated, Option A shall apply.</p> <p>Payment certificate cash flow</p> <p>The Contractor shall provide all reasonable assistance to the Principal Agent in the preparation of cash flow projections of claims for payment certificates where required by the Employer. The projections shall be based on the programme and shall be updated as and when the programme requires updating. The cooperation of the Contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.</p> <p>The contract value shall be adjusted according CPAP [3.1]</p> <p>No.</p> <p>Payment of preliminaries [3.1.1-2] (A or B):</p> <p>Adjustment of preliminaries [3.2.1-2] (A or B):</p>
12.1	<p>Changes (if any) in terms of the Employer's Contract Data are accepted [3.11] Where 'No' an addendum referenced to this clause is to be attached:</p> <p>Yes.</p>
13.1	<p>THE TENDER</p> <p>This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.</p> <p>By the submission of this tender to the Employer, the tenderer offers and agrees to contract for, execute and complete the works for the tender sum as stated below.</p> <p>Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.</p> <p>The lowest or any tender will not necessarily be accepted.</p> <p>This tender shall remain in full legal force for 90 calendar days. The tenderer accepts liability for damages as may be suffered by the Employer should the tender validity period not be honoured.</p> <p>This tender takes into account all listed items [6.0] for the purpose of preparing and submitting this tender.</p> <p>The successful Tenderer will be appointed in terms of the JBCC Principal Building Agreement.</p>

13.2

TENDER SUM COMPILATION

Tenderer's work including prime cost amounts:

R.....

Employer allowances stated by the principal agent:

R.....

SUBTOTAL:

R.....

Add tax:

R.....

TOTAL TENDER SUM inclusive of tax:

R.....

Tender sum in words:

.....
.....

Thus, done and signed at..... On.....

.....

Name of Signatory

.....

Capacity of authorised signatory

.....

.....

As witness for and on behalf of the tenderer who warrants authorisation hereto

BIDDERS DISCLOSURE (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

--	--	--

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
 ...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

partners in a joint venture or consortium² will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

PREFERENCE CLAIM (SBD) 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation

to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

1.

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender (B-BBEE Status Level of Contributor)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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	

Broad Based Black Economic Empowerment (B-BBEE) certificate or sworn affidavit must be submitted to substantiate the points claimed on the above table

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of

having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

- a) Part A
- b) Part B – Price Schedule (**BOQ Annexure C**)
- c) Part C including annexures in support of the bid

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	

ANNEXURE C: BILLS OF QUANTITIES

ANNEXURE D: ARCHITECTURAL DRAWINGS

ANNEXURE E: CIVIL ENGINEERING DRAWINGS