



**SAAO**

South African  
Astronomical Observatory

## INVITATION TO BID

Refurbishment of existing Heritage-worthy Pump Station Building to a new Visitor Centre at the SAAO

**Bid Number: NRF/SAAO/2020/001**

**Site Briefing: Mandatory. See Page 12 for details**

**Closing date: 28 September 2020**

**Time: 11H00**

**Bidder Name:**

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## INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded bidder.

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

## INTRODUCTION TO THE BUSINESS UNIT

The South African Astronomical Observatory (SAAO) is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing an excellent facility and by promoting astronomy and astrophysics in Southern Africa. SAAO headquarters are in the suburb of Observatory in Cape Town. The main telescopes used for research are located at the SAAO observing station, near Sutherland in the Northern Cape.

For more information, see [www.sao.ac.za](http://www.sao.ac.za)

## CONTEXT OF THIS PROCUREMENT NEED

This year, 2020, marks the bicentenary of the SAAO. Africa has a long and rich relationship with astronomy, dating back millennia and the unique geographical importance of Africa in global astronomy was recognised almost two centuries ago with the establishment of the Royal Observatory, Cape of Good Hope on 20 October 1820.

The SAAO is known for the rich history it holds in the contributions in science as well as for its architecture. Consequently, it was formally declared a National Heritage Site by the South African Heritage and Resource Agency (SAHRA) in December 2018. This site is also one of the last remaining places close to the city where the original ecology of the area is preserved. It supports a wide range of plant, bird and animal life including the endangered western leopard toad.

The SAAO is seeking to appoint a qualified firm to perform construction services in connection with the renovation of the Resource Centre, located at Observatory Road, Observatory, Cape Town. This work will include relevant construction, historic preservation, and budgetary considerations. The Scope of Work below contains additional details of the work requested.

The renovated building will be used as a new visitors centre on the Cape Town site which will leave a lasting legacy of excellence in science engagement and communication.

Due consideration of the unique heritage of the site, the ecology, and the continuous functioning of the observatory as a working site, as well as a residential property will need to be given at all times.

# PART A

PRE-QUALIFICATION ELIGIBILITY CRITERIA			
<b>LOCAL CONTENT</b>			
NRF Local Content	Not applicable		
Legislative Local Content	Not Applicable		
<b>NRF TRANSFORMATION</b>			
Sector Code Applicable	Not Applicable		
Minimum status B-BBEE level or not?	Yes		
Minimum status level	3		
Minimum CIDB grade	3 GB		
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.			
<b>Verification Certificate Submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sworn Affidavit Submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>DETAILED SPECIFICATIONS</b>
<p><b>1. Scope of the required services</b></p> <p>The South African Astronomical Observatory in Observatory, Cape Town has been declared a National Heritage site in 2018. As part of their mandate to upgrade and maintain various facilities on the grounds of the SAAO, the existing Pump Station has been identified as a building suitable to be converted into a permanent Visitor Centre.</p> <p>The existing Pump Station was constructed in the late 19th early 20th century, and is identified as a grade 3C building in accordance with the NHR Act. The existing state of the building requires general maintenance and replacement of various existing items. Various internal changes need to be made to accommodate the user requirements. These include refurbishment of existing elements, including roof, floors, walls, windows and doors, as well as the demolition and addition of various elements as indicated in the drawings and specifications as per Annexures B,C and D.</p> <p><b>2. Deliverables and Description of the Works</b></p> <p><b>2.1 Employer's objectives</b></p> <p>The project has been initiated by the employer to create a centre to exhibit to the broader public the history and current work related to the SAAO. This centre will form the platform from where visitors can visit the rest of the SAAO property</p> <p><b>2.2 Overview of the Works</b></p> <p>The project comprise of the altering the existing pump station to fit the needs of a visitor centre. Internal</p>

walls are removed to create space for exhibitions. New functions within the existing footprint include a reception area, exhibition areas, a room housing a heliostat instrument, and WC's for staff and visitors. The historical pumps will form part of a permanent exhibition, whilst the existing working pumps pumping water out of the Liesbeek River will be moved to a covered area as indicated on the drawings.

External works comprise of new paved entrance areas, external landscaping, lighting and parking for three vehicles. The existing tarred surface will be removed partially as per the attached drawings.

The existing building will be refurbished and maintained as per the attached drawings.

### **2.3 Location of the Works**

The site is situated at the headquarters of the SAAO in Observatory, Cape Town.

On December 21, 2018, the South African Heritage Resources Agency(SAHRA) officially declared the South African Astronomical Observatory as a National Heritage Site. The campus is of international scientific significance and has been the subject of a UNESCO World Heritage Site report.

“SAHRA identified the site as having qualities so exceptional that it is of special national significance and warrants declaration as a National Heritage Site.”

### **2.4. Start up and Management**

#### **2.4.1 Meetings**

Formal combined progress and technical meetings will be held on site every fortnight, is to be attended by the principal agent, contractor & employer.

#### **2.4.2 Workshops and training**

All workers must receive a Health & Safety and an environmental induction at the project outset.

#### **2.4.3 Communication**

All communication must be routed via the Principal Agent as defined per the JBCC Principal Building Agreement ed 6.2.

#### **2.4.4 Programming constraints**

The following items should be clearly indicated in the contractor's programme:

- weather float
- public holidays,
- builder's holidays
- time for preparation of shop drawings and design elements where required
- correction of items on defects list

#### **2.4.5 Quality assurance requirements.**

The Contractor must implement / provide the following to insure quality standards are achieved on site on an ongoing basis:

- Visual inspections – weekly or as required
- Quantifiable quality checks (eg. concrete testing, timber grading, timber moisture content) – as required (results of testing to be given to relevant parties)
- All specialist trades to be implemented by qualified individuals from accredited institutions
- All relevant compliance certificates to be issued upon practical completion (plumbing, electrical,

structural etc.) and handed over to the SAAO.

## **2.5 CONTRACTUAL**

### **2.5.1 Contractor's supervision and key personnel**

The Contractor's key personnel are as described in **Functionality Criteria and Returnables Schedule** of this document. The Principal Agent shall be informed of any changes in key personnel.

Site representative:

The *Contractor* keeps a site representative competent to administer and control the *works* continuously in the Working Areas during the execution of the *works*. The *Contractor* informs the *Principal Agent* of the name of the site representative, and any instruction given to the site representative by the *Principal Agent* is deemed to be given to the *Contractor*.

Quantity Surveyor/ Financial administrator:

The *Contractor* must have a competent person to administer the payment applications, variation order pricing and procurement of subcontractors.

### **2.5.2 Contract change management control system**

The *Principal Agent* will record site instructions in the site instruction book which must be kept on site at all times.

*Works* instructions will also be issued by the *Principal Agent* in writing via email.

### **2.5.3 Accounts and records**

The Contractor's invoice:

The *Contractor* submits his valid tax invoice within one week after receiving a payment certificate from the *Architect* in terms of clause 25.0 of the JBCC Principal Building Agreement Edition 6.2. Where the *Contractor* does not submit the tax invoices within the time required, the period within which payment is made in terms of clause 25.10 of the JBCC Principal Building Agreement Edition 6.2 and the time allowed are extended by the length of time from the date when the *Contractor* should have submitted his valid tax invoice to the date when he does submit it.

Final account and final payment:

The *Contractor* cooperates with the *Principal Agent* in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the *works* according to the procedure set out in clause 26.0 in the JBCC Principal Building Agreement Edition 6.2

### **2.5.4 Bonds and guarantees**

The *Contractor* must refer to the pro-forma guarantee included in this document and it is a requirement that the bond must be in place fifteen working days of acceptance of the contractor's tender.

## **2.6 DESIGN**

### **2.6.1 Design services activity matrix**

If additional detailing and design work is required from the architect, the *Contractor* is to communicate

what information is required and when it is required as per the contractor's *works* programme. There must be sufficient lead time for the detailing and specifications to take place. The architect will provide requested information in a reasonable time frame so as to minimise delays.

### **2.6.2 The *Employer's* design, and who by**

All works to be designed by, or in consultation with, architect unless otherwise stated.

### **2.6.3 Operating manuals and maintenance schedules**

The following should be handed over upon Completion:

- Maintenance manuals all items, including cleaning of surfaces etc
- All product warranties relating to product specific elements. These include, but are not limited to air-conditioning installation, light and electrical fixtures and plumbing installation.

## **2.7 PROCUREMENT**

### **2.7.1 Plant and Materials**

The *Contractor* is responsible for the timeous ordering of all materials required in the Completion of the *works*, to fit in with the programme requirements. Materials must be stored safely on site and protected from the elements where necessary. The *Contractor* will be liable for replacement of any material that is damaged prior to installation.

### **2.7.2 Marking of Plant and Materials**

Where materials are manufactured off site and payment is made to the *Contractor* in this regard, such items must be clearly marked for this contract.

### **2.7.3 Sub-contracting arrangements**

Subcontractors are to be appointed as Selected sub-contractors and will be subject to the same rules and regulations as the main contractor and names of proposed subcontractors must be provided for acceptance by the *Principal Agent*.

## **2.8 CONSTRUCTION**

### **2.8.1 Temporary works, Site services and construction constraints**

2.8.1.1 - Environmental controls, fauna & flora, dealing with objects of historical interest must be dealt with in accordance with the *Employer's* requirements and instructions.

*Employer's* direct contractors:

The *Employer* may instruct work to be executed and installed in the *works* by one or more direct contractors, with the understanding that

- The *Contractor* permits all such work by direct contractors;
- The type and extent of such work is described in the tender document, and the *Contractor* makes reasonable provision in his work programme for such work;
- The payment of direct contractors is the responsibility of the *Employer*;

- A direct contractor is subject to reasonable controls as required by the *Contractor*, and
- all direct contractors, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct contractors, are the direct responsibility of the *Employer*. Note the clause below regarding specific equipment installation

a. the Employer will directly contract a supplier or its own technical team to install project specific scientific equipment, including a Heliostat instrument. The installation team for the scientific equipment is not responsible for building related items, including waterproofing.

#### 2.8.1.2 Site services and facilities: power, water, waste disposal, telecoms, ablutions, fire protection, lighting:

- Water and electricity provided by the employer. Responsible usage will be enforced.
- Power is for the expense of the contractor.
- Telecoms are not available on site. Cellular signal is available
- The contractor must supply his own ablutions, portable toilets that must be serviced regularly and kept clean and tidy.
- Fire protection must be in line with the Environmental Management Plan. No fires are allowed on site.
- Lighting must be kept to a minimum. No light permitted during evenings on site except by special arrangement with the Employer.

#### 2.8.1.3 Advertising, notice boards, photography and progress photographs.

A notice board may be erected in agreement with and approved by SAAO. Progress photographs must be supplied to the *Principal Agent* on request.

#### 2.8.1.4 Vehicles:

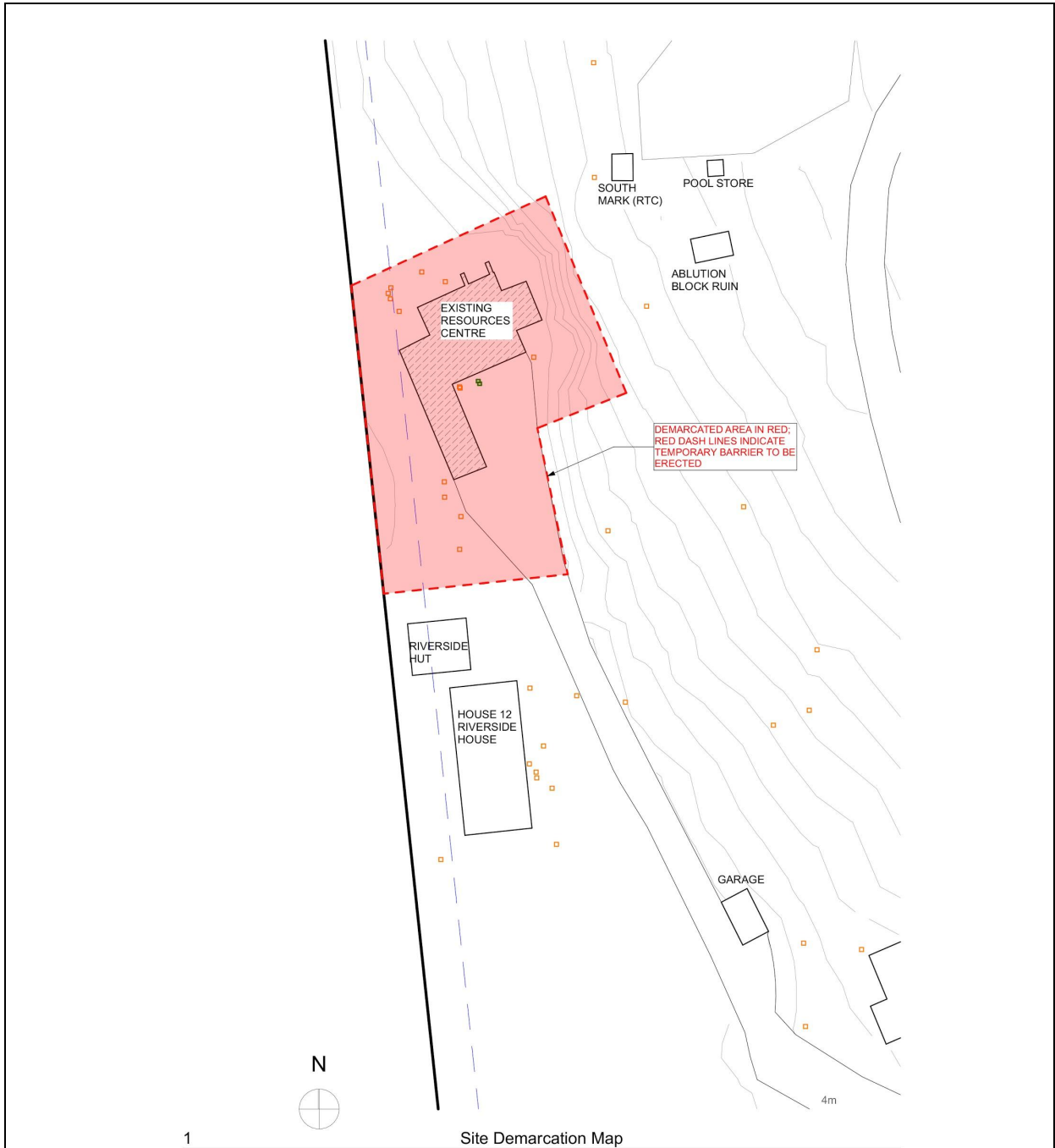
All construction vehicles should be at all times parked within the confines of the demarcated site.

#### 2.8.1.5 Setting out and boundary control:

Site must be clearly set out and activity limited to site extents at all times. Effort must be made to minimise impact of building work.

The site must be demarcated for the full length in clearly visible barrier fencing, not higher than 1,2m from ground level. Refer to demarcation map below





2.8.1.6 Control of noise, dust, water and waste:

Care be taken to limit noise to the minimum wherever possible, within reasonable limits as per Health and Safety regulations. Waste must be kept to a minimum and site to be kept neat at all times.

2.8.1.7 Giving notice of work to be covered up:

Works can only be covered up after relevant inspections by the architect and competent person involved in the design of such works.

## **2.9 CONSTRUCTION**

### **2.9.1 Specifications, standards and workmanship**

The *works* are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Employer's* risk assessment for awarding this contract.

All of the works are to be in accordance with the applicable SANS regulations. Installation or use of all materials are to be in accordance with the manufacturer's specifications and industry best practice guidelines.

#### **Standard Specifications**

Where reference is made to the standard specifications in this contract, it means the latest edition of the model preambles of trades issued by the Association of South African Quantity Surveyors as per attached Annexure A. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

#### **Project specifications**

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Works Information of this document, including *works* drawings. The *activity schedule* may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable. In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Works Information of this document, the project specifications take precedence.

#### **Accreditation, qualifications and work experience**

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information.

### **2.9.2 Building Trade Preambles**

- Standard specifications and preambles - refer to the Model Preambles (2008 Edition)
- Supplementary Preamble For Trades as per Annexure A
- Project specifications - All specifications contained within the drawings as per the Annexure are applicable.

### **2.9.3 Civil Works, roads and structural specifications**

- Refer to Standard specifications and preambles

## **2.10 - SITE INFORMATION**

### **2.10.1 Scope**

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings have been included in this section and interpretation is a matter for the tenderers.

**2.10.2 Subsoil investigations, borehole records, and tests**

No geotechnical information available.

## 2.10.3 Site Location Plan

### Site Location Map

SAAO Resources Centre  
Coordinates: 33°56'06.03"S ; 18°28'34.77"E



## 2.11 Site Visit & Briefing session

The site briefing and site visit will occur at two different times. There will be a compulsory site visit on Tuesday 8 September at 14:00. This will be followed by an online session for any follow-up questions. A full list of the questions will be emailed with the final technical questions before 21 September 2020

The link to the online briefing session is <https://meet.google.com/dvc-fvza-ymk>

## CONTRACT PERIOD

The contractual period is for the duration of the build. Commencement will be the date of final signature. Date of practical completion shall be 75 working days from the date of commencement.

## INTERDEPENDENCIES IMPACTING THIS SPECIFICATION

The Resource Centre building is located close to the Liesbeek River and houses a water plant used to supply water to the site and utilities to supply power to the irrigation system.

## DRAWINGS & SPECIFICATIONS

The *works* are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document as **Annexure B**, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Annexure A: Model preambles for trade

Annexure B: Architects' Drawings

- L1000 - Site Plan Rev 1
- L1001 - Ground Floor Plan Rev 1
- L1002 - Roof Plan Rev 1
- L1003 - Fire Plan Rev 1
- L1004 - Demolition Plan Rev 1
- L1200 - Ceiling Plan Rev 1
- L1201 - Ceiling Details Rev 1
- L1500 - Lighting & Electrical Layout Rev 1
- L2000 - Sections & Elevations Rev 1
- L4101 - Bathroom Layouts Rev 1
- A1000 - Roof Details (Section A Details) Rev 1
- A1001 - Interior Details (Section B & Other Details) Rev 1
- SC000 - Door & Window Schedule Rev 1

Annexure C: Architect's specification sheet Rev 1

Annexure D: Structural Engineer Drawings

Annexure E: Pictures

Annexure F: JBCC Pro Forma Guarantee for Construction

Annexure G - Standard Operating Procedures

## EXECUTION/DELIVERY CONDITIONS

OHS **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), 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).

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.

The contracted party must ensure that all COVID-19 measures that are applicable at the time be enforced for the duration of the contract.

### **PERFORMANCE/SERVICE LEVEL CONDITIONS**

1. If the contracted 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 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.

### **STATEMENT OF PERFORMANCE LEVELS FOR SERVICES/GOODS**

<b>PERFORMANCE BEING MEASURED</b>	<b>MEASUREMENT METHODOLOGY</b>	<b>PENALTY AND LEVEL</b>
Practical completion as defined in the JBCC Principal Building Agreement ed. 6.2 will be used as benchmark to determine starting date of penalties	Practical completion as defined in the JBCC Principal Building Agreement ed. 6.2	Penalty R1000 per working day as defined in the JBCC Principal Building Agreement ed. 6.2 after date of Practical completion
Final Completion as defined in the JBCC Principal Building Agreement Ed 6.2 is used as benchmark for final payment to tenderer	Final payment certificate will only be issued after Final Completion as defined in the JBCC Principal Building Agreement ed. 6.2 has been achieved	Securities or retention will be released only when conditions have been met for Final Completion as defined in the JBCC Principal Building Agreement ed. 6.2

## EVALUATION PROCESS

A multiple stage process is followed:

**Administrative stage (One):** Returnable document list - Compliance with administrative requirements as stated in Part A. All the required documents and the required pre-qualification criteria must be met for a bidder to progress to the next stage. *See page 48*

**Functionality stage (Two):** Compliant bidders will be evaluated based on the technical compliance in Part A bidders that fail to meet the technical minimum will be disqualified from further evaluation.

**Scoring stage (Three):** Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1.

## FUNCTIONALITY EVALUATION

The minimum score for functionality is 70% any bidder not meeting the threshold of 70% will be disqualified from further evaluation. Further minimum requirements are given per section. If the minimum requirement is not met in a specific section, this will automatically disqualify the tender, regardless of whether the minimum 70% threshold has been met or not.

CRITERIA	WEIGHT	SCORES
<p><b>Contractor:</b></p> <p>General Construction Experience</p>	16	<p>Score will be based on successfully executed and completed similar projects with positive references over the last five years of which details such as letters of appointment and Practical completion certificates are provided:</p> <p>Minimum requirement: Three (3) similar projects in a Built Environment with a minimum 3GB grading</p> <p>12 Points: Three (3) similar completed projects in a Built environment with a 3GB grading or higher</p> <p>14 Points: Four (4) similar completed projects in a Built environment with a 3GB grading or higher</p> <p>16 Points: Five (5) similar completed projects in a Built environment with a 3GB grading or higher</p>
<p><b>Contractor:</b></p> <p>Work with Heritage Buildings Experience</p>	20	<p>Score will be based on successfully executed and completed similar projects with positive references over the last five years of which details such as letters of appointment and Practical completion certificates are provided:</p> <p>Minimum requirement: Two (2) similar projects in a Built Environment with a min heritage grade of 3C or more sensitive</p> <p>14 Points: Two (2) completed projects in a Built environment with heritage</p>



		<p>grade 3C or more sensitive grading</p> <p>16 Points: Three (3) completed projects in a Built environment with heritage grade 3C or more sensitive grading</p> <p>18 Points: Four (4) completed projects in a Built environment with heritage grade 3C or more sensitive grading</p> <p>20: Points: Five (5) or more completed projects in a Built environment with heritage grade 3C or more sensitive grading</p>
<p><b>Contractor:</b></p> <p>Qualifications of Key Staff</p> <p>+ Experience of Key Personnel (based on Submitted CV's and certificate)</p>	16	<p>Scores will be based on experience of key personnel including Site Agent that would be allocated to the subject projects included in the project organogram. Projects referred to below refers to projects in the Built Environment with a 3GB grading or higher <b>and</b> that have a heritage grading of 3C or more sensitive.</p> <p>Minimum requirement: Two (2) similar completed projects in a Built Environment with a min heritage grade of 3C or more sensitive, and a GB grading of not less than 3GB</p> <p>12 Points: The Site Agent has completed two (2) projects as listed above in the last 10 years</p> <p>14 Points: The Site Agent has completed three (3) projects as listed above in the last 10 years</p> <p>16 Points: The Site Agent has completed four (4) projects or more as listed above in the last 10 years</p>
Project Programme	16	<p>Ms Project Schedule/Program for the subject project capturing the specific details of the subject project:</p> <p>0 Points: No information provided</p> <p>4 Points: Project programme is poorly demonstrated, such as start and finish dates.</p> <p>8 Points: The project programme is adequate, but milestones and critical paths are not clear.</p> <p>12 Points: The project programme is adequate. Estimated start and finish dates are shown, with major milestones and critical path, estimated duration, and logic to reach works completion communicated</p> <p>16 Points: The project programme is adequate. Estimated start and finish dates are shown, with major milestones and critical path, estimated duration, and logic to reach works completion communicated. The project programme also contains information on execution integration and redundancy for unforeseen delays or occurrences.</p>
<b>Contractor:</b>	16	0 Points: Unrelated methodology provided



<p>Technical Approach and Methodology</p>		<p>6 Points: Generic technical approach and methodology is provided that is not aligned with the scope of works as described in this document. No mention is made of heritage aspects.</p> <p>12 Points: A detailed technical approach and methodology is provided that directly relates to the scope of works as described in this document. Heritage aspects are addressed, specifically the protection of sensitive items during construction.</p> <p>16 Points: A detailed technical approach and methodology is provided that is aligned to the scope of works as described in this document. Heritage aspects are addressed, specifically the protection of sensitive items during construction. The risk(s) of the work and mitigation measures are highlighted</p>
<p>Health &amp; Safety for the works</p>	<p>16</p>	<p>Attach a safety plan specific to the scope of work, showing understanding of the work, organogram of the safety team and accredited certificates.</p> <p>Minimum requirement: A valid Workman's Compensation Registration certificate needs to be provided. In addition a competent Safety Officer needs to be provided with a minimum of three (3) years of industry experience and who is registered with the SACPCMP (CV and qualifications to be provided)</p> <p><b>Scoring</b></p> <p>12 Points: Provide a valid Workman's Compensation Registration certificate and a competent Safety Officer with a minimum of three (3) years of industry experience and who is registered with the SACPCMP (CV and qualifications to be provided)</p> <p>16 Points: Provide a valid Workman's Compensation Registration certificate and a competent Safety Officer with a minimum of three (3) years of industry experience and who is registered with the SACPCMP (CV and qualifications to be provided). In addition provide a project specific and comprehensive baseline risk assessment</p> <p><b>"Kindly note that you are required to submit a comprehensive safety file for approval on appointment as the preferred bidder and before any work may commence. The safety file is to be kept on site at all times."</b></p>

**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 any annexures attached to this document.

#### **CENTRAL SUPPLIER DATABASE REGISTRATION**

The NRF requests bidders to register on the Central Supplier Database and to 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.

#### **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. briefing session attendance register) 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.

#### **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 to the RFP must be submitted in two sealed envelopes/boxes; the first envelope/box shall have the technical, compliance and BBBEE response and the second envelope/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelope/box.
- b) Bidders are required to package their response/Bid as follows:
  - **Volume 1 part A** : **Bid Forms and Compliance Response**
  - **Volume 1 part B** : **Technical or Functional Response (response to scope of work)**
  - **Volume 2** : **Financial Proposal and Bid Form C**

#### **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 of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". 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 Broad-Based Black Economic Empowerment Act;

**"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**"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;

**"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**"Contract"** means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

**"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

**"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.

**"Functionality"** means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

**"Proof of B-BBEE status level of contributor"** means:

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- c. Any other requirement prescribed in terms of the B-BBEE Act.

**"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic

empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

### **Checking Tax Compliance**

#### Stage 5A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

#### Stage 5B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, the NRF notifies the recommended bidder in writing of this and provides the recommended bidder seven (7) working days to submit written proof from SARS that they are not resident and have no outstanding tax obligations to the South Africa Revenue Services. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid..

### **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 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.**

## CONTRACT CONDITIONS IN ADDITION TO THE JBCC PRINCIPAL BUILDING AGREEMENT ED. 6.2

<b>1</b>	<b>General</b>
<b>1a</b>	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
<b>1b</b>	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>1c</b>	Contract Due Diligence during the contract period: The NRF has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.
<b>1d</b>	<p>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.</p> <p>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 the relevant health and safety instructions as given to them by site safety personnel, where relevant. Depending on the site, personal protection equipment are worn at all times while on the site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.</p> <p>The contracted party, once signing the contract (SBD 7), 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.</p> <p>To this end, the contracted party shall make available to the NRF its valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and diseases 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.</p> <p>The contracted party maintains a health and safety plan complying with the requirements of the Act at the site during the period that contracted work takes place on the site.</p> <p>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.</p>
<b>2</b>	<b>Standards</b>
<b>2a</b>	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>2b</b>	The electrical power will be supplied in accordance with the South African national specifications (contained in SANS 048-2) with single phase power at 230 V and 3-phase at 400 V (phase-to-phase), at a frequency of 50Hz.
<b>3</b>	<b>Use of contract documents and information</b>
<b>3a</b>	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
<b>3b</b>	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
<b>3c</b>	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

3d	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
4	<b>Inspections, tests and analyses</b>
4a	All pre-bidding testing will be for the account of the bidder.
5	<b>Insurance of NRF assets</b>
5a	NRF assets are insured by the NRF . For additional required insurances, refer to the contract data as per the JBCC Principal Building Agreement ed 6.2 as contained in this document.
6	<b>Incidental services</b>
6a	Any additional items added to the works, as defined in the JBCC ed 6.2, need to comply with the processes as outlined in section 17 of the JBCC ed 6.2.  Additional costs need to confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
7	<b>Subcontract</b>
7a	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
8	<b>Termination for default</b>
8a	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.
8b	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.
8c	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.
8d	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: <ul style="list-style-type: none"> <li>● The name and address of the supplier and / or person restricted by the purchaser;</li> <li>● The date of commencement of the restriction</li> <li>● The period of restriction; and</li> <li>● The reasons for the restriction.</li> </ul> <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>
8e	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.
9	<b>Governing language</b>
9a	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

<b>10</b>	<b>Applicable law</b>
<b>10a</b>	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the JBCC ed 6.2
<b>11</b>	<b>Taxes and duties</b>
<b>11a</b>	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
<b>11b</b>	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
<b>12</b>	<b>Prohibition of restrictive practices</b>
<b>12a</b>	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).
<b>12b</b>	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.
<b>12c</b>	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.

## CONTRACT SPECIFIC DATA - JBCC PRINCIPAL AGREEMENT: EDITION 6.2 CONTRACT

The JBCC Principal Building Agreement: Edition 6.2 - May 2018, published by the Joint Building Contracts Committee (JBCC), is applicable to this Contract and is obtainable from [www.jbcc.co.za](http://www.jbcc.co.za)

The following contract specific data, referring to the JBCC Principal Building Agreement: Contract Data, Edition 6.2 – May 2018, are applicable to this Contract:

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

CONTRACT VARIABLES	
	<p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b>, as referred to in the contract agreement, is fully contained in this contract data section, contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this <b>agreement</b></p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[ ]</i> brackets</p>
A	PROJECT INFORMATION
<p>A1.0 <i>[1.1]</i></p>	<p><b>WORKS</b></p> <p><b>Project Name:</b></p> <p>Refurbishment and conversion of existing Resources Centre/ Pump Station at SAAO into a Visitor Centre</p> <p><b>Reference Number:</b></p> <p>NRF/SAAO/2020/001</p> <p><b>Work Description:</b></p> <p>Refer to Scope of Work.</p>
<p>A2.0 <i>[1.1]</i></p>	<p><b>SITE</b></p> <p><b>Erf / stand number:</b></p> <p>Erf 26423</p> <p><b>Township / Suburb:</b></p> <p>Observatory</p> <p><b>Site Address:</b></p> <p>Observatory Road, Observatory, Cape Town, 7925</p>



	<p><b>Local Authority:</b></p> <p>City of Cape Town</p>
<p>A3.0 [1.1]</p>	<p><b>EMPLOYER</b></p> <p>The Employer is the <b>NATIONAL RESEARCH FOUNDATION</b></p> <p>The Employer's address for receipt of communications and notices is:</p> <p>Contact Person: Dr. Daniel Cunnama</p> <p>Telephone: 021 201 5169</p> <p>Address(Postal): South African Astronomical Observatory, P.O Box 9, Observatory 7935,. Cape Town - South Africa</p> <p>Address (Physical): Observatory Road Observatory 7925 South</p> <p style="text-align: right;">Africa</p>
<p>A4.0 [1.1]</p>	<p><b>PRINCIPAL AGENT</b></p> <p>SALT architects (PTY) Ltd</p> <p>Legal entity: Private Company</p> <p>Practice registration number: PS4786</p> <p>Country: South Africa</p> <p>Contact Person: Jan-Dirk van der Walt</p> <p>Mobile number: 083 516 7261</p> <p>E-mail: jd@saltarchitects.co.za</p> <p>Postal address: PO Box 15219, Vlaeberg, 8018</p> <p>Physical address: Unit 12 Beckham house, 7 Beckham Street, Cape Town, 8001</p>
<p>A5.0 [1.1, 6.2]</p>	<p><b>AGENT</b></p> <p>Discipline: Architect</p> <p>Name: SALT Architects (PTY) Ltd</p> <p>Refer to details in A4.0</p>
<b>B</b>	<b>CONTRACT INFORMATION</b>
B1.0	

B2 [2.0]	<b>Law applicable to work:</b> Law of the Republic of South Africa
B3.0 [3.0]	<b>Currency acceptable to this agreement:</b> ZAR
B4.0 [5.0]	<p><b>DOCUMENTS</b></p> <p>The original signed agreement is to be held by the Principal Agent [5.2]</p> <p>Number of copies of construction information issued to the contractor at no cost [5.6]: Three (3)</p> <p>Contract drawings:</p> <p>Annexure A: Model preambles for trade</p> <p>Annexure B: Architects' Drawings</p> <ul style="list-style-type: none"> <li>● L1000 - Site Plan - Rev 1</li> <li>● L1001 - Ground Floor Plan- Rev 1</li> <li>● L1002 - Roof Plan - Rev 1</li> <li>● L1003 - Fire Plan - Rev 1</li> <li>● L1004 - Demolition Plan - Rev 1</li> <li>● L1200 - Ceiling Plan - Rev 1</li> <li>● L1201 - Ceiling Details - Rev 1</li> <li>● L1500 - Lighting &amp; Electrical Layout - Rev 1</li> <li>● L2000 - Sections &amp; Elevations - Rev 1</li> <li>● L4100 - Bathroom Layouts - Rev 1</li> <li>● A1000 - Roof Details - Rev 1</li> <li>● A1001 - Interior Details - Rev 1</li> <li>● A1002 - External Details - Rev 1</li> <li>● A1003 - Reception Joinery - Rev 1</li> <li>● SC000 - Door &amp; Window Schedule - Rev 1</li> </ul> <p>Annexure C: Specification Sheets</p> <p>Annexure D: Engineers Drawings</p> <ul style="list-style-type: none"> <li>● AV579-S-01 Ground Storey &amp; Roof Layout- Rev A</li> <li>● AV579-S-02 Sections - Rev A</li> </ul> <p>Annexure E: Graphic Record of Existing Building Conditions</p> <p>Annexure F JBCC Guarantee for Construction (PBA)</p> <p>Annexure G - Standard Operating Procedures</p>
B5.0 [6.0]	<p><b>Employer's Agents:</b></p> <p>Authority is delegated to the Principal Agent and Architect to issue contract instructions and perform duties for specific aspects of the works.</p> <p>Principal agent and other agent declares no interest or involvement in the works other than a professional interest.</p>
B6.0 [10.1.1]	<p><b>Insurances:</b></p> <p>The Contractor at their own cost effect and maintain the insurances listed below in the joint names of the NRF and the contractor. The NRF as the Client requires proof of all insurances listed below.:</p> <p>Contract works insurance to be affected by the <b>contractor: Yes</b></p> <p>The minimum amount of cover for insurance against loss of or damage to the works Plant, Materials and</p>

	<p>Equipment. A coupon policy for Special Risks insurance issued by SASRIA must also be provided.</p> <p><input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%</p> <p><input type="checkbox"/> For the minimum sum of <b>R N/A (N/A)</b></p>
[10.1.2]	<p>Supplementary insurance is required: <b>Yes</b></p> <p>In addition to other insurances required, the following must be in place in the Contractors' name:</p> <p>Personal Accident: The minimum amount of cover for insurance against death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act</p> <p>To the minimum value of the <b>contract sum</b> plus 10%</p>
[10.1.3]	<p>Public liability insurance to be effected by the <b>contractor: Yes</b></p> <p>The minimum amount of cover for insurance against loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works. The limit of indemnity for Public Liability Insurance must be R5 million or 120% of contract value whichever is greater.</p>
[10.1.4]	<p>Support insurance to be effected by the <b>contractor: No</b></p> <p>For the sum of <b>R N/A (N/A)</b></p> <p>With a deductible of <b>R N/A (N/A)</b></p>
B7.0 [12.1]	<p><b>Obligations of the employer</b></p> <p>The existing premises will be occupied and the facility and all its personnel will operate as usual.</p>
B8.0 B9.0 B10.0	<p>No nominated sub-contractors</p> <p>No direct contractors</p> <p>No sections</p>
B11.0 [12.2] [19.3] [12.2.7;24.1]	<p><b>Possession of site, Practical Completion and Penalties</b></p> <p>Possession of the site is to be given within fifteen (15) <b>working days</b> of the <b>contractor</b> providing the <b>employer</b> with the documents as required in terms of 12.2</p> <p>Period for inspection by principal agent is ten (10) working days.</p> <p>Date for practical completion shall be 75 working days from the contract commencement date and the penalty per calendar day will be <b>R1000</b></p>
B12.0 [25.0]	<p><b>Payment</b></p> <p>Date of the month for issue of regular payment certificate will be confirmed at the site handover meeting. Interim payments will be done monthly and in strict accordance with the JBCC Principal Building Agreement ed 6.2. Refer</p>

	to clause 25.0 of the JBCC Principal Building Agreement ed 6.2. . No cost fluctuations.
B13.0 [30.0]	<b>Dispute Resolution</b> The nominating body for Adjudication and Arbitration is the Association of Arbitrators RSA
B14.0	<b>Preliminaries</b> Water and electricity provided by employer.  Ablution and welfare facilities to be provided by the contractor. Contractor should have their own telephone, cell-phone and computer access  All existing works and vegetation are to be protected. No vegetation are to be disturbed beyond the footprint of the works.
B15.0	<b>Changes made to JBCC documentation</b>
<b>C</b>	<b>TENDER CLOSING</b>  Refer to tender notice and invitation to tender for closing date, submission address and acceptable format.
<b>D</b>	<b>TENDERER'S SELECTIONS</b>
D1.0 [11.0]	<b>Securities</b> Guarantee for construction: <input type="checkbox"/> Option A - Variable <input type="checkbox"/> Option B - Fixed  Guarantee for payment by employer amount: <b>N/A</b>  Advance payment subject to a guarantee for advance payment amount:
D2.0	<b>Contractor's annual holiday period during the construction period</b> Start date: 14 December 2020 end date: 6 January 2021
D3.0 [25.0]	<b>Payment of preliminaries</b> Where a contractor does not select and option, Option A shall apply. <input type="checkbox"/> Option <input type="checkbox"/> Option B
D4.0 [26.9.4]	<b>Adjustment of preliminaries</b> Where a contractor does not select and option, Option A shall apply. <input type="checkbox"/> Option <input type="checkbox"/> Option B

<b>E</b>	<b>FORM OF TENDER</b>
E1.0	<p><b>Tenderer's details</b></p> <p>Name:</p> <p>Legal entity of above:</p> <p>Business registration number:</p> <p>VAT/GST number:</p> <p>Country:</p> <p>Contact person:</p> <p>Telephone number:</p> <p>Mobile number:</p> <p>E-mail:</p> <p>Postal address:</p> <p>Physical address:</p>

# PART B

Submit pricing in separate envelope (stand alone)

## PRICING CONDITIONS AND DETAIL

1.	<b>Contract Sum:</b> The contract sum refers to the accepted tender amount inclusive of tax, and is not subject to adjustment. This definition is in line with the JBCC PBA ed 6.2 definition of "Contract Sum"
2.	<b>Contract Value:</b> The contract value is initially equal to the contract sum, and is subject to adjustment in accordance with the JBCC PBA ed 6.2 agreement. This definition is in line with the JBCC PBA ed 6.2 definition of "Contract Sum"
3.	<b>Commitment to Contracted Service Provider:</b> The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
4.	<b>Commitment of funding to Purchase Orders issued in terms of the Contract:</b> The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order.
5.	<b>Price Delivery Points are:</b> Payment will be made in strict compliance with JBCC PBA ed 6.2
6.	<b>Application of Preference Points:</b> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

## PRICING SCHEDULE (SBD3)

### Pricing instructions

Pricing to be based on annexed drawings and specifications. Quantity measurement is the responsibility of the tenderer, and all final amounts priced deems to include all items as listed in this document and the annexed drawings and specifications.

Specification references indicated directly relates to the annexed drawings and specifications.

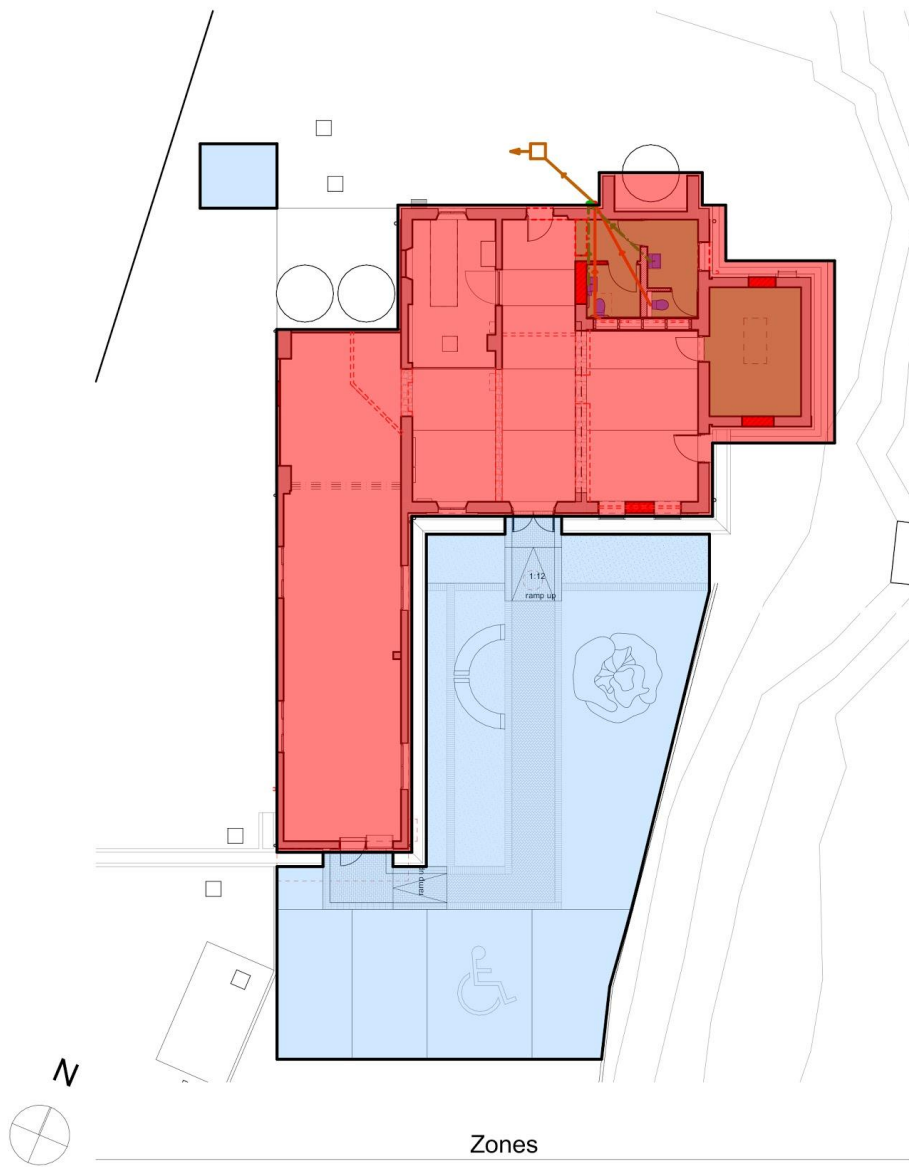
It is mandatory to include a unit type and price per item.

All items not listed in this schedule to be included in the allowed columns marked "Other". If additional columns are required the tenderer can annex additional rows and columns to this schedule and clearly mark it as such.

Pricing to be completed in two sections according to the Zone Map below.

Zone Map

- Zone 1**
- Zone 2**



Specification references	DESCRIPTION	UNIT TYPE	PRICE PER UNIT	TOTAL
<b>Preliminaries</b>				
n/a	Preliminaries			
<b>Zone 1 - Demolition</b>				
n/a	Demolition of floor elements			
n/a	Demolition of wall elements			
n/a	Demolition of steel items			
n/a	Removal of windows and doors			
n/a	Removal of roof sheeting and sub-structure			
n/a	Removal of other redundant items as per demolition drawings			
n/a	Cart Away all materials			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Wall elements</b>				
W1, W3, W8	Foundation walls including footings			
W1,W2, W8	New external walls			
W7	Plaster of new external walls			
W12	Painting of all external walls			
W1, W4, W8, W9	Internal brick walls			
W6	Plaster of New Internal Walls			
W14	Skimming of existing internal walls			
W15	New internal drywalls			



W16	Painting of all new internal walls			
W17	Paint external wall cladding			
W22	Tiling to bathroom walls; excluding prime cost amounts - see amounts below			
W23, W18	Waterproofing of walls			
W20	Crack repair of walls			
W24	Extension of existing external timber frame wall construction with cladding			
W25	New gable end external timber frame wall construction with cladding			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Roofs</b>				
R1	Roof Assembly A			
R2	Roof Assembly B			
R3	Roof Assembly C			
R15	Roof Assembly D			
R4	Concrete roof and insulation			
R5	Thermal insulation under metal roofing			
R6	Internal ceilings 1			
R7	Internal ceilings 2			
R8, R9, R10, R11, R12, R13, R14	Rainwater goods			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Floors</b>				
F1	New concrete surfacebeds including waterproofing			
F2	Floor levelling screeds			
F3	Floor finish - including 3 x sample colours, each on 1x1m area			
F5	Removal of material as preparation for self-levelling screeds			

F6	Skirting type 1			
F7	Skirting type 2			
F10	Floor inlay over demolished walls			
F11	Floor joints with inlay			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Elements</b>				
E1	New ladder			
E2	New internal steel balustrade			
E4	New external steel balustrade			
E5	New steel beam and installation			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Services</b>				
	Plumbing Installation			
	Electrical Installation			
	List all additional elements under <b>Zone 1 - Other</b> at the end of this list			
<b>Zone 1 - Doors and windows including all ironmongery and hardware</b>				
n/a	Door types DA-01			
n/a	Door types DB-01			
n/a	Door types DB-02			
n/a	Door types DB-03			
n/a	Door types DC-01			
n/a	Door types DD-01			
n/a	Door types DD-02			
n/a	Door types DD-03			
n/a	Door types DD-04			
n/a	Window WA-01			
n/a	Window WA-02			
n/a	Window WB-01			
n/a	Window WB-02			
n/a	Window WB-03			
n/a	Window WB-04			



F13	Soil			
<b>Zone 2 - Provisional items</b>				
	External light fittings			R17 500.00
	Landscaping			R10 000.00
<b>Zone 2 - Other items</b>				
	TOTAL BID PRICE EXCLUSIVE OF 15 % VAT			R
	TOTAL BID PRICE INCLUSIVE OF 15 % VAT			R

# PART C RETURNABLE DOCS

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid Number</b>	<b>NRF/SAAO/2020/001</b>
<b>Closing date and time</b>	<b>28 September 2020 at 11:00</b>
The NRF recognises the date and time as recorded on its systems for closure purposes	
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
<b>Bid response documents are deposited in the tender box situated physically at:</b>	
<b>Physical Address:</b> SAAO Observatory Road Observatory 7925	<b>Addressed as Follows:</b> SAAO Observatory Road Observatory 7925 Envelopes must be marked with your <b>company name</b> and <b>NRF/SAAO/2020/001</b>
<b>Number of ORIGINAL bid documents for contract signing</b>	<b>2</b>
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 the NRF. This serves as the original master set for the legal contract document between the bidder and the NRF. The master set remains at the NRF 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.	
<b>Number of EVALUATION copies</b> (Mark pages as "Evaluation Copy" and number all pages sequentially):	
<b>TWO ENVELOPE SYSTEM</b>	<b>YES</b>
<b>PRICE VALIDITY PERIOD FROM DATE OF CLOSURE</b>	120 days
<b>BRIEFING SESSION OR SITE VISIT DETAILS - COMPULSORY</b>	<b>YES</b>
<b>Attendance:</b>	Bidder & BU Project Team and SCM
<b>Date and Time</b>	8 September 2020 at 14:00 - please see <i>Annexure G</i> for Safety SOP
<b>Venue</b>	Visitors Centre
<b>Address</b>	SAAO Site, Observatory Road, Observatory Cape Town.
<b>Contact Person</b>	Grant Southey

<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to by close of business on 14 September 2020:</b>	
Section	Supply Chain Management	Section	SAAO
Contact person	Grant Southey	Contact person	Daniel Cunnama
E-mail address	scm@saa.ac.za	E-mail address	daniel@saa.ac.za

Principle Agent	SALT Architects
Contact Persons	Matthew Fourie / JD Van der Walt
Email address	<a href="mailto:matthew@saltarchitects.co.za">matthew@saltarchitects.co.za</a> / <a href="mailto:jd@saltarchitects.co.za">jd@saltarchitects.co.za</a>

## SUPPLIER INFORMATION

<b>Name Of Bidder</b>					
<b>Postal Address</b>					
<b>Street Address</b>					
<b>Telephone Number</b>					
Code		Number			
<b>Cell Phone Number</b>					
Code		Number			
<b>Facsimile Number</b>					
Code		Number			
<b>E-Mail Address</b>					
<b>VAT Registration Number</b>					
<b>Tax Compliance Status</b>	Tax Compliance System PIN			Central Supplier Database No.	MAAA
<b>B-BBEE Status Level Verification Certificate</b>		Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE Status Level Sworn Affidavit</b>	
				Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>					
<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	
				<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.	
<b>BID SUBMISSION</b>	
2.1	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.2	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped
2.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
2.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).
<b>TAX COMPLIANCE REQUIREMENTS</b>	
1.1	Bidder must ensure compliance with their tax obligations.
1.2	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.
1.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>
1.4	Bidders may also submit a printed TCS certificate together with the bid.
1.5	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/CSD number.
1.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
1.7	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.
<b>SBD 1 SIGNATURE</b>	
<b>SIGNATURE OF BIDDER:</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)	
<b>DATE:</b>	



## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

**1. GENERAL CONDITIONS**

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

- 1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	100

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

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

**1.4. POINTS AWARDED FOR PRICE**

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

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

<b>80/20 :</b>	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	<b>90/10 :</b>	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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- Where Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

**2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

3. BID DECLARATION

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

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2**

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

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

TYPE OF COMPANY/ FIRM

Partnership/Joint Venture /Consortium

- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

### SBD 8 - DECLARATION OF BIDDER’S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

- Yes
- No

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:

- Yes
- No

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

<b>SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: <ul style="list-style-type: none"> <li>a. Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ul>
The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ul style="list-style-type: none"> <li>a. Prices;</li> <li>b. Geographical area where product or service will be rendered (market allocation);</li> <li>c. Methods, factors or formulas used to calculate prices;</li> <li>d. The intention or decision to submit or not to submit, a Bid;</li> <li>e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or</li> <li>f. Bidding with the intention not to win the Bid.</li> </ul>
In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

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

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

## REFERENCE LETTER FORMAT

<b>Referee Legal Name:</b>			
<b>REFERENCE ON COMPANY:</b>			
<b>Bid Number:</b>	NRF/SAAO/2020/001		
<b>Bid Description</b> Short bid description			
Describe the service/work the above bidder provide to you below			
Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Completion Times			
Quality of Workmanship			
Project Management			
Satisfaction of problem resolution			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Completed by:</b>	
<b>Signature:</b>	
<b>Company Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date:</b>	



## ELIGIBILITY CRITERIA

Administrative Documents		Compliance		
(M – Mandatory); (O – Optional)		Submitted	Bid Section Reference	Reference to Bidder's document
<b>Bidder Eligibility</b>				
<i>Pre-qualification Criteria</i>				
Minimum B-BBEE Level 3	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3	
<i>Legislative Criteria</i>				
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38 & 39	
Declaration of Interest with Government (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 40	
Preference Points Claimed (SBD 6.1), signed and completed with an original BBEE certificate or a certified copy of an original BBEE certificate.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 42	
Declaration of Past SCM Practices (SBD 8), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 44	
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 45	
CSD Report reflecting legal details, registration numbers, details of directors shareholding, and tax status	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 37 & 38	
<b><i>Administrative Criteria</i></b>				
Attendance Compulsory Briefing Session	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 11 & 52	
Bid document signed	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 50	
CIDB Registration and grading	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3	
<b><u>Specification Eligibility</u></b>				
Three (3) written references, per supply relationship, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of "Meets requirements."	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 47	
Reference 1: From:				
Reference 2: From:				

Reference 3: From:			
Pricing Documents		Compliance	
Pricing (SBD 3) in this document completed. Is there a second envelope ( <b>Pricing to be placed in a separate envelope (Part B)</b> ).	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 29
Pricing (SBD 3) adequately completed as per specification	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 29
Project Programme	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 4,7, 9 & 16

<b>BID SIGNATURE</b>
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.
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.
The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:
Invitation to Bid (SBD 1)
Bid Contract including the following sections: <ol style="list-style-type: none"> <li>a. Specification(s) as set out in the respective section in the bid contract;</li> <li>b. Annexures to the bid contract;</li> <li>c. Bidders responses to this Bid Invitation and bid contract;</li> <li>d. Price schedule (SBD 3);</li> <li>e. Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate;</li> <li>f. Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable;</li> <li>g. Declaration of Interest (SBD4);</li> <li>h. Independent Price Determination (SBD 9);</li> <li>i. Declaration of Bidder's past SCM practice (SBD 8); and</li> <li>j. Contract conditions</li> </ol>
I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9) is

correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
I confirm that I am duly authorised to sign this offer/ bid response.	
<b>NAME (PRINT)</b>	
CAPACITY	
SIGNATURE	
<b>WITNESS 1</b>	
NAME	
SIGNATURE	
<b>WITNESS 2</b>	
NAME	
SIGNATURE	
DATE	

# ANNEXURES

(In separate zip file)

*Annexure A - Model Preambles for Trades 2008*

*Annexure B - Architect drawings*

*Annexure C - Specification sheets*

*Annexure D - Engineers drawings*

*Annexure E - Graphic Record of Existing Building Condition*

*Annexure F - JBCC Guarantee for Construction (PBA)\_2020*

*Annexure G - Standard Operating Procedures*

- SOP-Deep-Cleaning-06052020
- SOP-Hygiene-and-PPE-in-the-Workplace-07052020
- SOP-Medical-Disclosures-07052020
- SOP-Routine-Daily-Cleaning-06052020
- SOP-Screening-and-Surveillance-07052020
- SOP-Suspected-Case-Management-06052020

Site visit certificate (Below)

# COMPULSORY TENDER BRIEFING ATTENDANCE CERTIFICATE

Unless the name, details, and signature of the tenderer's representative also appear on the Clarification Meeting attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I (*the representative*)

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representing (*the tenderer*)

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of (*address*)

---

---

---

Telephone number

---

Fax number

---

E-mail address

---

on (*date*)

---

Attended the compulsory tender briefing session.

Signed by representative

---

---

Signed by employer's agent

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Date

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