



INVITATION TO BID

The appointment of a CIDB grade 2 GB (or higher) contractor for the renovations in the DIDACTA building to establish the new digital media facility

Bidder Name:			
Number:	RFQ/NRF-SAASTA/01/2022-2023		
Closing Date	02 June 2022		
Closing Time:	11:00am		
Non-compulsory Briefing Session:	19 May 2022 at 11:00 –13:00		
Venue: Zoom link:	Online (Via Zoom) Join Zoom Meeting https://zoom.us/j/97924352109?pwd=VXNEUzR2Q09HRGE1cjF2SmROdkc1Zz09 Meeting ID: 979 2435 2109 Passcode: 510092		
Availability of additional information:	Bidders attending will be provided with details of the required renovations during the meeting. Any reasonable additional information is to made available upon request in writing		
Bid documents are available on the following websites:	www.saasta.ac.za ; www.nrf.ac.za ; www.etender.gov.za		
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	Finance and Administration
Contact person	Miss. Sindisiwe Ntuli	Contact person	Mr. Medupe Moeng
E-mail address	S.Ntuli@saasta.nrf.ac.za	E-mail address	MF.Moeng@saasta.nrf.ac.za
Bid Box Address	DIDACTA Building 211 Nana Sita Street; Pretoria central GPS coordinates : 25° 45'03,30"S & 28° 11'21,42"E Bid box is accessible 24 hours from the Nana Sita street. The opening size of the bid box is 40x10cm. For bids that cannot fit in the box, working hours are between 08:00am and 16:00pm weekdays.		
Envelope Addressing	On the face of the envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address		

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MANDATORY REQUIREMENTS

1. CIDB Category and Grading for this Project	2 GB or higher
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A bidder failing to meet the stipulated mandatory requirement is automatically disqualified.

EMPLOYER DETAILS

The legal name of the employer is the National Research Foundation, established by Act 19 of 2018, as the juristic person that makes this bid invitation and will contract with the awarded bidder.

The address for delivery of notices is:

DIDACTA Building
211 Nana Sita Street
Pretoria 0001

Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
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Section	Supply Chain Management	Section	Finance and Administration
Contact person	Mr. Sindisiwe Ntuli	Contact person	Mr. Medupe Moeng
E-mail address	S.Ntuli@saasta.nrf.ac.za	E-mail address	MF.Moeng@saasta.nrf.ac.za

BIDDING CONTRACTOR INFORMATION

Name of Bidder

Contact Person

Postal Address

Street Address

Telephone Number

Code		Number	
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Cell Phone Number

Code		Number	
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E-Mail Address

Tax Compliance Status	Tax Compliance System PIN			Central Supplier Database No.	MAAA
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B-BBEE Status Level Verification Certificate	Tick Applicable Box	B-BBEE Status Level Sworn	Tick Applicable Box
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BIDDING CONTRACTOR INFORMATION

	<input type="checkbox"/> Yes <input type="checkbox"/> No	Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
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[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]

Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the following questionnaire]
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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 register as per 2.3 below.

BID SUBMISSION PROCEDURAL REQUIREMENTS

BID SUBMISSION

1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.	
2.	All bids must be submitted on the officially provided forms (not to be re-typed) and in the manner prescribed in the bid document.	
3.	This bid is subject to the specifications and conditions of contract pertaining to this bid, The Joint Building Contracts Committee (JBCC), the Preferential Procurement Policy Framework Act, 2000 and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the parties.	
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.	
5.	Number of ORIGINAL bid documents for contract signing	2
6.	Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):	1 pdf document set on a flash drive
7.	Price validity period from date of closure	150 days
8.	<p><u>Original bid documents for contract signing</u></p> <p>Bidders must submit the specified 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 annexed to the mandatory SBD 7.1 contract signing form creating the legal contract between the appointed 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.</p>	

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.	
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided	
3.	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .	
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .	
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.	
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.	

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

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 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. NRF 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. NRF does not provide the origin of the request to any party.

RESPONSE PREPARATION COSTS

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

COUNTER PROPOSALS

No counter proposals are accepted.

COLLUSION, FRAUD AND CORRUPTION

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

FRONTING

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, NRF condemns any form of fronting. NRF's evaluation committee, in ensuring that bidders conduct themselves in an honest manner will, as part of their 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. Where NRF's evaluation committee establishes a potential breach of this requirement, NRF notifies the bidder of the potential breaches. Where the bidder fails to respond to the notification within a period of 7 days from date of notification, NRF will invalidate the bid/contract. Such failure may 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

NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. 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. NRF shall have no liability towards the responding service providers or any other party in connection therewith.

GENERAL DEFINITIONS

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

"Contract" means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when

BIDDER NEEDS TO KNOW

attached to the Standard Bidding Document 7.1 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundations.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents.

“NRF” means the National Research Foundation and it is used interchangeable with its business units that manage the contracts in this case being South African Agency for Science and Technology Advancement (SAASTA).

“SBD 1” means this entire bid document.

B-BBEE 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.

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

“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.

“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.

THE BIDDER SELECTION PROCESS

Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.

Compliance to submission requirements

Bidders warrant that they can provide the goods and/or services in accordance with the specifications and conditions set out in this bid document. Bidders warrant that their bid document has as a minimum the specified documents required to verify their ability to deliver the specifications and conditions as set out in the bid documents. NRF’s evaluation committee disqualifies bidders where they do not provide the required documents, marked as mandatory (m), to verify their ethical conduct, the delivery of the specification, and their contract execution during the period of the contract.

Compliance to technical specifications

NRF’s evaluation committee disqualifies bidders when they are not compliant with the technical specifications as demonstrated by their own submitted documents.

Due Diligence Research

NRF confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s). Where circumstances justify it, the NRF conducts interviews with bidders for them to clarify their bid submission to the evaluation committee. NRF-SAASTA will conduct financial assessment of the bidders financial statements for the past two (2) financial years to justify its ability and financial capacity to deliver the project

Stage 2 – Price competition

Compliant bidders from the previous stage compete against each other on price at the stated minimum threshold level. NRF's evaluation committee compares each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements. NRF's evaluation committee ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.

Stage 3 – Award and Contract Signing

The bid evaluation committee recommends to its Delegated Authority the bidder with the highest combined score for the contract award subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, submits the SBD 1 questionnaire to obtain the Confirmation of Tax Obligations letter from the South Africa Revenue Services.

Cancellation of the bid prior to award

NRF cancels this 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 a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

CONTEXT

INTRODUCTION TO THE NRF

The legal name of the employer is the National Research Foundation, established by Act 19 of 2018, as the juristic person that makes this bid invitation and contracts with the awarded bidder. The NRF supports and promotes research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programmes to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

South African Agency for Science and Technology Advancement (SAASTA) is a business unit of the NRF based in Pretoria Central.

Further information about the business unit can be found on www.saasta.ac.za and www.nrf.ac.za.

LOCALITY OF THE SITE OF THE PROPOSED INFRASTRUCTURE

The site for this project is at DIDACTA Building, 211 Nana Sita street, Pretoria Central.

SITE RESTRICTIONS

Vehicles access to the building site is restricted to the following;

Height: 2.50M and Width: 3.50M

CONTEXT OF THIS PROCUREMENT

NRF-SAASTA is required to do refurbishment to the DIDACTA building. The refurbishment entails the following;

- a. General building works
- b. Mechanical engineering services
- c. Electrical engineering services

CONTRACT PERIOD

Four (4) Months

SCOPE OF WORK

SUMMARY

The scope of work in summary includes but not limited to:

1. Demolish and dispose of the existing works
2. Supply and install new ceilings
3. Supply and install tiles
4. Supply and install doors
5. Supply and Paint
6. Supply and install new Dry Walling
7. Supply and installation of Air-conditioning
8. Supply and install electrical fittings including certificate of compliance
9. Construction of brick work

10. Iron Mongering and fittings

ANNEXURES CONTAINING DETAIL STATEMENT OF WORK

These documents are attached to this document. The specification sections below contain the statement of work at bidding level of detail.

There are no other applicable documents or drawings for this contract. The requirements and expectations for this contract are set out in this document.

DOCUMENT NUMBER	DOCUMENT TITLE
Annexure A	Bill of quantities
Annexure B	Architectural sketches / drawing:

CONTRACT ORGANISATION

The contract organisation is NRF-SAASTA.

ENVIRONMENT, HEALTH AND SAFETY MANAGEMENT

The contractor provides the following services:

- Health and Safety Management

Occupational Health and Safety when working on NRF sites:

1. All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.
2. 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 appointed bidder 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.
3. The appointed bidder, once signing the contract (**SBD 7.1 and the NRF's Section 37.2 agreement**), 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 appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
4. To this end, the appointed bidder 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 appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
5. The appointed bidder 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.
6. The NRF manages the appointed bidder 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 appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed agreement with the sub-contractor.

Concurrency of roles and responsibilities

The roles and responsibilities of individuals may overlap due to concurrency between the applications on the different contracts and it is up to the Contractor to identify this overlap and to allocate time for the individuals accordingly to ensure an efficient and cost-effective service.

STANDARDS

The standards for this contract include but not limited to:

- Construction Regulations of 2014
- Occupational Health and safety Act
- SANS 10085
- SANS 10400

MANAGEMENT OF THE DESIGN AND CONSTRUCTION PROCESS

Management of the design and construction will be done by NRF-SAASTA through the external appointed project manager.

DETERMINATION OF BILLS OF QUANTITIES IS PRICE SECTION

- As indicated in Annexure A

AVAILABLE FACILITIES

The following facilities are available onsite:

- Parking;
- Electricity;
- Water;
- Ablutions; and
- Storage Area (Liability for storage remains with the contractor).

SITE INTERDEPENDENCIES IMPACTING THE PROJECT

The following interdependencies are available onsite

- Security: Contractors will be required to comply with onsite security; i.e.; access control measures to the building
- Organizational operations: Business will be operating and consideration should be made to ensure a conducive and safe working environment is maintained during refurbishment; and
- Project management contractor: All refurbishment works must be approved by NRF-SAASTA through the appointed project manager.

ENGINEERING DISCIPLINES REQUIRED

The following engineering disciplines are required for this contract include :

1. Civil Engineering;
2. Electrical Engineering; and
3. Mechanical Engineering.

SUB-CONTRACTOR MANAGEMENT

Procedures for the appointment of sub-contractors:

To be declared in the submission of the bid. Any replacement thereof should be approved the NRF-SAASTA representative prior appointment in writing. Main contractor is responsible for provision of a sub-contractor report at the end of the contract

Specific requirements for sub-contractor documentation:

To comply with the construction standard.

Specific procedures to comply with Preferential Procurement Policy Framework Act requirements for sub-contracting within signed contracts:

Any replacement of the subcontractor must comply with the initial preferential procurement requirements

Responsibility for sub-contractor defects and remediation:

It is a full responsibility of the appointed contractor

Responsibility for payment of sub-contractors in terms of CIDB processes:

It is a full responsibility of the contractor

RISKS MANAGEMENT

- The contractor shall effect and keep in force Contract Works Insurance for full contract value;
- Public Liability Insurance of R5 000 000.00; and
- Retention of 10% on the total amount of the contract;
- Payment: NRF-SAASTA will not pay for any expenditure prior to approval of the Project manager.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

D 1. **The name of the NRF’s Agent is:**

KKN consulting engineers and project managers

D 2. **Applicable legal system**

The governing law is the law of South Africa.

D 3. **Applicable Form of Contract**

The latest JBCC with State Provisions shall be the applicable form of contract.

D 4. **Applicable language**

The language of the Contract and for written communications is South African English.

D 5. **The NRF’s Agents are registered professionals in a built environment profession for this contract as follows**

No	NRF’s Agent	Professional Society Registered with
1.	KKN consulting engineers and project managers	SACPCMP

D 6. **The NRF’s Agents administer the contract as agent of the NRF in accordance with the provisions of this contract with the NRF assigning the following functions to its Agents as listed below:**

No	NRF’s Agent	Serving in the following functional capacity
1.	KKN consulting engineers and project managers	Project Manager’s

D 7. **The NRF’s Agents consult with the contractors and the NRF:**

The NRF’s Agents consult with the contractor and the NRF as set out in this clause with the exception of where the Agents make any contract interpretation having price impact or price determination. In these cases, the Agents must consult with the NRF prior to consulting with the contractor.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

D 8. The Defects Liability Period is:

In terms of **Latent Defects Liability**, the contractor's liability shall continue beyond the date of achievement of Final Completion for the period of 90 days.

D 9. Commencement Date, meaning the date that this Agreement is made in terms of this contract and its Form of Offer and Acceptance (SBD 7.1).

D 10. Due Completion Date of expiry of time for achieving Practical Completion of the works, shall be calculated from the Commencement date and adjusted by such extensions of time or acceleration as allowed in this contract:

Stage	Completion Date	Penalty for Not Completing on Time
Practical Completion	As set out in the JBCC Schedule	R1000 per day

Extensions of Time	Rules for Agreeing to Time Extensions
	As per the JBCC

D 11. The time for achieving Practical Completion is

The NRF registers "practical completion" when the whole or portion of the works reach the state of readiness, fit for purpose, and occupation without danger to the NRF inclusive of any occupation certificate required by the local authorities as set out in the table below:

Portion	Date of Practical Completion
All works	As set out in the JBCC Schedule

D 12. The contractor's documentation required before commencing execution of the Works execution are:

Upon the NRF's Agent's instruction, the contractor will commence carrying out the contract subject to the submission by the contractor, and approval by the NRF's Agent, of documentation required as set out below, within 21 calendar days. If the documentation is found unacceptable the NRF may terminate the contract in terms of the **JBCC** Clause 36.1.1:

The list of documentation is inclusive of:

- a. Priced bill of quantities;
- b. Security/Construction Guarantee;
- c. Contract Works Insurance at contract value of R1 500 000.00
- d. Health and Safety Plan; and
- e. Initial programme.

D 13. The time to submit the documentation required before commencement with Works execution is:

The NRF sets the time as twenty-one (21) calendar days and, if not delivered, the NRF may terminate the contract in terms.

D 14. The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information or as set out below:

The NRF, upon the NRF's Agent's instruction, gives the contractor right of access to the site, the location of which is stated in the Site Information Section of this contract. If the NRF does not give exclusive access and possession of the Site to the Contractor, these restrictions are listed below:

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

D 15. The non-working times

The working times are as set out in Clause 5.8.1 and 5.8.2 of the **JBCC** with the exception of the following days.

The non-working days are:

The NRF classifies the following days as non-working days. The NRF's Agent's written permission is required, subject to such conditions as the NRF's Agent may set, to work on these days.

Saturday and Sunday

The special non-working days are:

The NRF classifies the following days as non-working days. The NRF's Agent's written permission is required, subject to such conditions as the NRF's Agent may set, to work on these days.

Public Holidays:

Religious Holidays

Legislation Holidays

D 16. The contractor delivers the following one or a set of the following security to the NRF:

The value of the Works for calculating the percentages are:

Type of security (inclusive of Value Added Tax)	Contractor's choice. Indicate "Yes" or "No"
7.5% of Contract value as a guarantee OR Retention of 5% to be paid after 3 months	

Date of Delivery of Security:

The contractor delivers the above security to the NRF: Within 21 calendar days of appointment

Validity of Construction Guarantee:

The contractor ensures the construction guarantee remains valid and enforceable until the issue of the final Works Completion.

D 17. Payment Management:

The percentage advance on materials not yet built into the Permanent Works is:

No advance payment

The limit of retention money is:

10%

D 18. Insurance Management

Except as provided below, the contractor at his own cost shall effect and maintain the insurances listed below in the joint names of the NRF and the contractor.

List of required insurances are:

Liability insurance valued at R5 000 000.00

Works insurance at full contract value at R1 500 000.00

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

D 19. **Contracted Party Due Diligence during the Contract Period:**

The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

D 20. **Copyright and Intellectual Property**

1. **Intellectual property** refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
2. **Background intellectual property** is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.
3. **Contract intellectual property** is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
4. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
5. The contracted party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.
6. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract.
7. Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.
8. The contracted party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.
9. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.
10. The contracted party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

D 21. **Confidentiality**

1. The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:
 - 1.1. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.2. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- 1.3. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.
2. The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to
 - 2.1. Disclose the confidential information to any third party, or
 - 2.2. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
 - 2.3. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.
3. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
 - 3.1. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;
 - 3.2. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
 - 3.3. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or
 - 3.4. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.
4. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:
 - 4.1. All written disclosures received from the NRF;
 - 4.2. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and
 - 4.3. All material embodiments of the contract intellectual property.
5. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein
6. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.
7. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

D 22. Protection of Private Information

The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate,

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.

D 23. Original bid documents for contract signing

Bidders must submit the specified 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 annexed to the mandatory SBD 7 contract signing form creating the legal contract between the appointed 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.

MANAGEMENT OF SERVICE PERFORMANCE LEVELS

1. Upon appointment, the appointed bidder and the NRF contract manager and/or the NRF agent review the initial service levels as set out in this document supports the contract delivery after signing of the contract.
2. Both parties agree on the final set of service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
3. The service levels are reviewed after each quarter against the agreed minimums.
4. Where both parties agree to variation of these service levels, both parties will meet and agree on the revised service levels in writing which is appended to this contract document.
5. The agreed service level document states the agreed service levels, date effective from, performance penalties, and any matter forming part of such service levels.
6. Management of poor performance:
 - 6.1. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause.
 - 6.2. Both parties will agree to a correction plan and will implement it.
 - 6.3. Both parties will monitor the corrective actions to ensure service levels are at the agreed minimum.
 - 6.4. Both parties will assess the applicability of penalties to the incurred poor performance and apply these,
7. Penalty management:
 - 7.1. Penalties apply for every day that elapses between the Due Completion Date and the actual Date of Practical Completion, including special non-working days.
 - 7.2. Penalties apply where the NRF's Agent determines that the performance of work is below that specified in the contract.
 - 7.3. The imposition of such penalty shall not relieve the contractor from his obligations to complete the works, or from any of his obligations and liabilities under the contract.
8. The Performance Levels are in the table below.
 - 8.1. The NRF's Agent measures the contracted bidder's performance against these in the execution of the contract.
 - 8.2. The contractor recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contractor's failure to meet any performance level is not susceptible to precise determination.
 - 8.3. The NRF, through its NRF's Agent's determination, excuses the contractor from failing to comply with the

performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.

- 8.4. The NRF tasks its Agent specifically where the contractor fails to meet any performance level:
- 8.5. To investigate and report on the root causes of the performance level failure;
- 8.6. To advise the NRF on what actions are required to promptly correct the failure and begin meeting the set performance levels;
- 8.7. Upon receiving the NRF's authorisation, the NRF's Agent promptly instructs the contractor to correct the failure and begin meeting the set performance levels;
- 8.8. The NRF's Agent monitors the correction to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure.
- 8.9. The contractor is responsible for monitoring and measuring its performance against the performance levels set in this document. The NRF deems failure to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

PRICING (SBD 3.2)

PRICING CONDITIONS OF CONTRACT

P 1. Pricing schedule is for the Duration of the Contract

Pricing schedule is for the Duration of the Contract. The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract. Where the contract allows for adjusting prices for external factors, the NRF only accepts price adjustments where these are the result of documented external factors as permitted in the conditions of this contract. The NRF requires open disclosure of the workings for each price change that is permitted in this contract including the use of an independent public index available to all determining the percentage change being applied and, where stated in the contract, the NRF's appointed agent verifies the quantum and accuracy. The Cost Price Adjustment is calculated as set out in the Cost Price Adjustment Schedule section in this document.

P 2. Quantities over the contract period

The NRF states where it requires set quantities during the current period with the time of delivery being determined during the contract period.

P 3. Estimated or re-measurable quantities over the contract period

The NRF states estimated quantities and the methodology to re-measure actual quantities once the work has been completed.

P 4. Variations resulting from rate of exchange movement

Where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. NRF will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7. Exchange rates are obtained from ABSA or for the www.xe.com website. NRF will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.

P 5. Exchange rate for bid purposes

For calculating the bid price for the price competition, bidders must use exchange rate at the date the bid was advertised to calculate their bidding prices.

P 6. Date of unit pricing

All unit prices are quoted at the date of this bid.

P 7. Bid price for price competition

For bidding purposes and to establish the bid ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing. The NRF states that reason for estimation and the rules applying to the movement from estimates to determined price that apply during the contract in this contract document.

The bid ceiling price is determined taking into account all conditions and data in this contract and known at the date of advertising this bid.

P 8. Price quotation basis

Unit prices are fully inclusive of all applicable taxes including 15% VAT, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified price delivery point. Pricing is stated in South African currency at all times.

P 9. Value Added Tax

Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.

PRICING CONDITIONS OF CONTRACT

P 10. Price currency

South African Rand

P 11. Contract price

The cumulative value of all payment certificates paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.

P 12. Application of preference points

Pricing is subject to the addition of Preference Points where bidders have submitted a completed Standard Bidding Document 6.1 Preference claim form.

P 13. Price risk allocation

To manage price risks on the basis of the NRF and the contracted bidder sharing the risk equally and that only those price adjustments and their corresponding rules stated in this contract applies to the contract.

P 14. Pricing strategies:

The NRF requires the contract to follow the pricing strategies stated below in the determination of the total lump sum as stated in the Pricing Summary and carried down to the Form of Offer and Acceptance (SBD 7). The support schedules to the individual bills of quantities of material and/or services detail the application of these price strategies to derive the final agreed sum for each individual bill.

<u>Bill (and Bill Number)</u>	<u>Pricing Strategy</u>
Annexure A	Bill of Quantities

P 15. Provisional sum management

- Where work has been identified in the bills of quantities as provisional, the contractor shall provide 3 quotations to execute the work;
- The Principal Agent shall review the quotations and make a recommendation to NRF for approval prior to continuing with the work; and
- The Principal Agent shall issue written instruction to the contractor in line with the approval of the NRF.

P 16. Contingencies management procedures

- Where work has to be covered by the contingency provision of the contract value, the contractor shall first seek approval of the Principal Agent before proceeding; and
- The Principal Agent shall seek same approval from NRF before issuing written instruction to the contractor to proceed.

P 17. Contract unit price variation management

- Where the value of additional work cannot be determined using the rates in the BOQ, then the contractor shall provide new rates that take into account the labour, engineering, drawings, material, transport and plant necessary for executing the work and an allowance of 10% mark up for the approval of the Principal Agent;
- The Principal shall further seek the approval of the NRF prior to issuing an instruction to the contractor to proceed.

P 18. The value of the certificates issued, where agreed that Contract Price Adjustment applies, shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "f" is ... the portion, expressed as a decimal of unity, not subject to adjustment.

The values of the coefficients are:

PRICING CONDITIONS OF CONTRACT

a = Labour

b = Contractor's equipment

c = Material

d = Fuel

Please note that the total of all the coefficients must equal 1.0

The urban area nearest the Site is (Select urban area from Statistical News Release, P0141) is

The applicable industry for the Producer Price Index for materials is from the Statistical News Release, P01421 is

The area for the Producer Price Index for fuel (from Statistical News Release, P01421, Table 12) is

The base month is the month and year prior to the closing of the bid:

P 19. **Contract Price Adjustment Schedule Method of Calculation**

1. The value of each monthly statement for payment, submitted to the Employer's Agent by the Contractor, shall be increased or decreased by the amount obtained by multiplying "Ac" (defined in Clause 2 of this Contract Price Adjustment Schedule) by the Contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:

$$(1 - x) [4 [aL_t + bP_t + cM_t + dF_t - 1]$$

Lo Po Mo Fo

in which the symbols have the following meaning:

"x" is the proportion of "Ac" which is not subject to adjustment. Unless otherwise stated in the Contract Data, this proportion shall be 0, 10.

"a", "b", "c" and "d" are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, Contractors' Equipment, material (other than "special materials" specified in the Contract Data) and fuel respectively. The arithmetical sum of "a", "b", "c" and "d" shall be unity.

"L" is the "Labour Index", "P" is the "Contractor's Equipment Index", "M" is the "Materials Index" and "F" is the "Fuel Index", all as defined in the Contract Data.

The suffix "o" denotes the base indices applicable to the base month as stated in the Contract Data.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.

If any index relevant to any particular certificate is unknown at the time when the monthly statement is prepared, the Contractor shall estimate the value of such index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.

If the organisation publishing the indices, changes any of the indices set out in the contract data, the Contractor shall use a correlation factor, which integrates the old and the new indices, for adjustment of subsequent payment certificates.

2. For the purposes of calculating the adjustment to the value of the relevant monthly statement, the amount "Ac" shall be determined by the formula:

$$Ac = T-S-D-E-G-Ap$$

PRICING CONDITIONS OF CONTRACT

In which formula the symbols shall have the following meaning:

"T" is the summation of the total value of

- (i) General Items
- (ii) Work Done and the
- (iii) Materials on Site

as certified in the monthly statement under consideration without any deduction whatsoever and before any adjustment made in terms of this Schedule.

"S" is the aggregate of (i), (ii), (iii) and (iv) referred to below and included in "T"

- (i) the amounts actually expended and substituted for any Prime Cost Sums;
- (ii) the value of any work done by Selected Sub-Contractors;
- (iii) the value of any work done against Provisional Sums;
- (iv) the value of any extra or additional work;

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

"D" is the value of work included in "T" and done at new fixed rate, where those rates were not based on labour, Contractors' Equipment or materials costs in force at the time of tendering. Generally new rates may be based on current costs and de-escalated to the base month of the indices, in which case work done at these rates shall not be included in the value of "D".

"E" is the amount included in "T" and paid for any day work carried out at cost plus percentage allowances as set out in General Conditions of Contract Clause 6.5.1.2.3.

"G" is the amount included in "T" for materials classified and dealt with as "special materials".

"Ap" is the summation of all "Ac" amounts determined in terms of Clause 2 of this Contract Price Adjustment Schedule for all monthly statements preceding in time the monthly statement under consideration.

3. Save only for additional work or variations ordered to be carried out after the Due Completion Date, the increase or decrease applied to monthly statement in terms of this this Contract Price Adjustment Schedule, relating to work done, Plant and/or materials supplied after the Due Completion Date, shall be half the factor calculated by inserting the formula referred to in Clause 1 hereof the indices Lt, Pt, Mt, and Ft applicable at the Due Completion Date.
4. The price of each "special material" specified in the Contact Data shall be increased or decreased by the net amount of any variation incurred after the date of tender on the basis set out in the Contract Data, provided that any claim for adjustment in terms hereof shall be substantiated by the submission of acceptable invoices and any other supporting documents that the Employer's Agent considers necessary for the purpose, and provided also that no further adjustment be permitted to the price of any "special material" after the Due Completion Date unless such material forms part of any additional work or variation ordered to be carried out after that date.
5. For the purposes of Clause 4 hereof, "the net amount of any variations" in respect of a particular "special material" shall be calculated by multiplying the difference between the rate or price entered in the Contract Data by the Contractor for that material and the equivalent rate or price actually paid by the Contractor for the material by the quantity of the material in question.

If more than one month intervenes between the month applicable to any monthly statement and the month applicable to the immediately succeeding monthly statement, then the indices "Lt", "Pt", "Mt" and "Ft", applicable to such succeeding monthly statement shall each be the arithmetic mean, rounded off to the second

PRICING CONDITIONS OF CONTRACT

decimal place, of the relevant indices applicable to the month of measurement and to such intervening months.

P 20. Indices for use in the contract price adjustment calculation

- The Indices as published by SAFCEC shall be used to determine the applicable CPAP
- The NRF reserves the right to conduct due diligence on pricing to ascertain fair market pricing as per PPPFA

CALCULATION OF BILL OF QUANTITIES AND THE CEILING BID PRICE

Summary of Bill of Quantities and Calculation of the Bid Sum

Refer to Annexure A

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

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	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 ON THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 :	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

a. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant
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SBD 6.1 - PREFERENCE POINTS CLAIMED

Number of points (90/10 system)	10	9	6	5	4	3	2	1	contributor 0
Number of points (80/20 system)	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 from any enterprise:

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

6. TYPE OF COMPANY/ FIRM (Tick applicable box)

- Partnership/Joint Venture /Consortium
- One person business/sole proprietor
- Close corporation
- Company

SBD 6.1 - PREFERENCE POINTS CLAIMED

(Pty) Limited

7. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8. COMPANY CLASSIFICATION (Tick applicable box)

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

9. 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.

ETHICAL CLEARANCES

SBD 4 - BIDDERS DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

SBD 4 - BIDDERS DISCLOSURE

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

SBD 4 - BIDDERS DISCLOSURE

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO

BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

BIDDERS QUALIFICATION TO EXECUTE THE CONTRACT

PROJECT PLANNING AND DELIVERABLES

1 Draft Project Plan

Submission of a PMP specific to this scope of work (no generic plans will be accepted) which address the PMP through design, construction, handover and operations.

Detailed PMP for the duration of this contract. The PMP must as a minimum address the following aspects:

- Overview and project strategy
- Project standards and setup
- Project Scope
- Cost and financial management
- Project Schedule (Including Appointment and Commencement of contract, Design Activities, Reviews and Approvals, Construction, Testing and Verification and Handover to Client)
- Risk Management
- Sub-contractor management
- System Engineering
- Information & document management

<ul style="list-style-type: none"> • Communication and reporting
2 Method Statement based on the scope of work specific to this project.
<p>The method statement must as a minimum address the following aspects:</p> <ul style="list-style-type: none"> • Planning • Detailed Design process and approvals • Project timelines / programme • Construction process (including all testing) • Safety, Health, Environmental & Quality compliance • Testing and Verification • Completion and handover • Quality Management System

MANAGEMENT CAPABILITY

1 Past performances and quality (minimum)
Evidence of two or more past projects to be submitted for a value of R1 million for both or over.
2 Health and safety (minimum)
Health, Safety, Environmental and Quality (SHEQ) Management Plan for the execution of this Contract and a Quality Management System or Equivalent, based on Quality Management principals, Certification and Compliance Standard specific to this scope of work (no generic plans will be accepted) which address SHEQ through design, construction, handover and operations) and a Quality Management System or Equivalent, (based on the following principals, Customer focus; Leadership; Involvement of people; Process approach; System approach; Continual improvement; Fact-based decision making, and Mutually beneficial supplier relationships)
3 Compensation for Occupational Injuries and Diseases Act
Letters of good conduct in terms of the Compensation for Occupational Injuries and Diseases Act.

KEY PERSONNEL REQUIREMENTS

Key personnel required	Minimum Academic Qualification Required	Professional Registration required	Required minimum years of experience, skills pre-requisites and knowledge in the profession relevant to this project, calculated from date of qualification in that specific professional role
Construction Manager	National building Diploma or equivalent/higher qualification	Yes SACPCMP	3 Years' experience in building site management
Foreman	NQF 4 or Equivalent	Trade Test in Building Construction	5 Years' experience in project supervision of contracts of a similar nature

Occupational Health, Safety & Environmental (SHE) Representative (Full time on site)	Relevant degree / diploma	Yes SACPCMP	3 Years' experience as a SHE Representative on projects of a similar nature
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For bidding purposes, please provide the above as follows:

Schedule 1: Schedule of Key Project Manager and Foreman Personnel. Proposed Construction Manager and Foreman personnel's information; Qualification, Experience and Professional registration to be included. Only personnel included on this schedule will be assessed in terms of qualifying criteria

Schedule 2: Copies of Professional Qualification. Append to Schedule 1: Key Project Manager and Supervisor (Construction Manager and Foreman personnel. Please attach in the order that personnel are listed on the schedule)

Schedule 3: Copies of Professional Registration. Append to Schedule 1: Key Project Manager and Supervisor Personnel (All key Construction Manager and Foreman personnel. Please attach in the order that personnel are listed on the schedule)

NB: Certified copies might be required from the recommended contractor

TRACK RECORD

1 Projects completed

Provide proof of two or more completed projects above R1 million in the last sixty (60) months.

For each project, provide description, relevance to this bid, project cost, duration, any special achievement or innovation procedures applied, quality standard, variations, total cost between original and variations, completion date, and time extensions

2 Reference letters

Provide for each of the above projects a reference letter from the client. Service providers can use their own template but must address following in the reference letter on the letter head of the referee; referees contact details, project description, the total project amount, the risks set out in the reference letter template for due diligence confirmation.

RESOURCES AVAILABLE

Equipment (list all equipment relevant to this project)

REFERENCE LETTER PREAMBLE

The bidding entity, its sub-contractors and joint venture partners must provide at least three (3) credible, written and contactable references each from the clients for whom projects (not older than 60 months) have been undertaken similar to the scale and nature of the project and has indicated their willingness to take NRF representatives on such site visits to such client premises. The NRF-SAASTA will contact the submitted reference letters referee's to verify satisfactory performance on all project deliverables and timelines for the project of similar scale and nature to this bid. The references can be provided in the following format:

REFERENCE LETTER FORMAT (format not mandatory)

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	Referee Legal Name	
Reference on Company:		
Bid Number:	NRF/SAASTA COMM/01/2022-2023	
Bid Description		
Client Company		
Client Point of Contact & Tel Number		
Date of Project (From – To)		
Description of Project		
Role of bidder in project		
Relevance to this bid		
Overall impression	Other comments	
Approximate value of contract		
Would you use the service provider again?	<input type="checkbox"/> YES <input type="checkbox"/> NO	

Completed by:	
Signature:	
Company Name:	
Contact Telephone Number:	
Date:	

EVALUATION OF BIDDER'S ABILITY TO DELIVER

Document description	<u>Reference to bidder's document</u>	<u>Weight</u>	<u>Criteria</u> (All criteria are weighted equally to each other)	<u>Grading Scheme</u>	<u>Bid Section Reference</u>	<u>SCM Verification</u>
Proof of CIDB Grading 2 GB		Mandatory	Has the bidder a valid CIDB grading certificate?	Yes/No	Section 1 Page 4	
Signed SBD 6.1		Mandatory	Does the bidder declare the minimum percentage of subcontracting and claiming BBBEE points?	Yes/No	Pages 24 to 26	
Signed SBD 4		Mandatory	Do the bidder and its directors have any interest in government?	Yes/No	Pages 26 to Error! Bookmark not defined.	
Certificate/letter of intent of public liability insurance cover		Mandatory	Does the bidder have the minimum liability insurance of R5 000 000?	Yes/No	Section D 18 Page 13	
Letters of good standing conduct		Mandatory	Is the bidder in good standing regarding COIDA?	Yes/No	Page 11	
Signed SBD 3.2		Mandatory	Did the bidder submit its pricing schedule?	Yes/No	Pages 20 to 24	
Signed Offer and Acceptance form		Mandatory	Has the bidder signed the offer section of the Offer and Acceptance form?	Yes/No	Page 36	

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	BEC Verification
CV of the construction manager		Mandatory	Do the assigned construction manager meet the minimum specification? 1. National building Diploma or equivalent/higher qualification; 2. SACPMR registered; 3. 3 Years' experience in building site management	Yes/No	Page 30	
CV of the Foreman		Mandatory	Does the assigned foreman meet the minimum specification? 1. NQF 4 or Equivalent; 2. Trade Test: 3. 5 Years' experience in project supervision of contracts of a similar nature	Yes/No	Page 30 to 31	
CV of the SHE officer		Mandatory	Do the SHE officer meet the minimum specification? 1. Relevant degree / diploma; 2. 3 Years' experience as a SHE Representative on projects of a similar nature	Yes/No	Page 31	
Details of two or more projects		Mandatory	Do the details of each project meet the specified minimums (i.e. within 60 months and minimum R1 million contract value combined?	Yes/No	Section 1 Page 31	
Reference letters		Mandatory	Are the contactable reference letters with the referees letterhead of the three projects in building construction attached and not older than 60 months?	Yes/No	Section 2 Page 31	
Draft project plan		Mandatory	Does the bidder project plan demonstrate meeting the project duration of four (4) months?	Yes/No	Section 1 Page 29	

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED
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NB: ANY BIDDER FAILING TO MEET 'YES' IN ALL MANDATORY REQUIREMENTS STATED ABOVE WILL BE DISQUALIFIED
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FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in this document as the legal entity National Research Foundation and in the Acceptance signature block, has solicited offers to enter into a contract in respect of the works set out in this document.

The bidder, identified in the Supplier Information Section and in the Offer signature block below, has examined the documents listed in this document and addenda thereto, and by submitting this Offer has accepted the conditions of this bid invitation.

By the representative of the bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under this contract including the supply all or any of the goods, works, and services described in this document to the NRF in accordance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions set out in this document. The bidder confirm that it has satisfied itself to the correctness and validity of its bid/offer in response to this document; that the total price covers all the goods, works and services specified in this document and cover all of its obligations; and the bidder accepts that any mistakes regarding prices, rates, and calculations will be at its own risk. The bidder declares that it has not participated in any collusive practices with any bidder or any other person regarding this or any other bid.

The bidder's offer remains binding upon the bidder and opens for acceptance by the NRF during the validity period indicated and calculated from the closing time of this bid invitation.

The Offered Total of The Prices inclusive of Value Added Tax is:

R 0000 000.00 (in figures)

R (in Words)

The NRF accepts this offer only where its duly authorised Delegated Authority has approved the award of this bid to the Offer or and the duly authorised representative of the NRF signs the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the bidder/offer or before the end of the period of validity stated in this document, whereupon the bidder/offer or becomes the party named as the contractor in the conditions of contract set out in this document.

For the Bidder/Tenderer

Name (Print)

Capacity

Signature

Witness 1

Name

Signature

Witness 2

Name

Signature

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the NRF, as the employer identified below, accepts the bidder's offer. The NRF's acceptance of the bidder's offer shall form the agreement between the NRF and the bidder

upon the terms and conditions contained in this document. In consideration thereof, the NRF shall pay the offer or, identified as the contractor, the amount due in accordance with this document upon delivery verification.

The offer or/bidder shall within two weeks after receiving a completed copy of this agreement, contact the NRF's agent (whose details are given in this agreement) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this agreement at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the offer or/bidder receives one fully completed original copy of this document. Unless the offer or/bidder (now contractor) within five (5) days of the date of such receipt notifies the NRF in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties,

For the National Research Foundation

Name (Print)	
Capacity	
Signature	

Witness 1

Name	
Signature	

Witness 2

Name	
Signature	
Date	

CONFIRMATION OF RECEIPT

The Offer or/Bidder, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the NRF, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement today:

the (day)	
of (month)	
20 (year)	
at (place)	
Name (Print)	
Capacity	
Signature	

Name and address of organisation:

ANNEXURE A

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	-				
	BILL NO 1				
	ALL TRADES BILL - (Provisional)				
	ALTERATIONS				
	<u>REMOVAL OF EXISTING WORK</u>				
	NOTE: Demolitions, alterations, etc. shall be deemed to include for the removal of all rubble, debris, etc. from the site to a dumping-site to be found by the Contractor				
	Old materials to become the property of the contractor				
	Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor.				
	Old materials to be carted away				
	Old materials from alterations, except where described to be re-used or handed over, as well as all rubbish, etc. must be regularly carted from the site and not be allowed to accumulate on or around the site.				
	Old materials not to be re-used				
	None of the old materials from alterations are to be used for new work, except where specifically described being set-aside for re-use.				
	<u>Items to be removed, moved or disposed</u>				
	Items to be removed, moved or disposed of by the Contractor would be indicated as such in this Bills of Quantities, and it will in these instances be the responsibility of the Contractor to protect and secure these items against damage or theft.				
	<u>Disconnection of services</u>				
	The electrical installation by qualified electrician. The Contractor will be liable for any damage to this work and shall make some good at his own expense.				

	<u>Electrical - Mechanical - or air-conditioning installation</u>				
	The removal of and alterations to, the electrical, mechanical or air-conditioning installation shall be executed by the Electrical sub-contractor or a specialist contractor appointed by the contractor. Light fittings, plug boxes and light switches will, where indicated by the Principal Agent, be taken down/out by the sub-contractor. The wires will also be drawn by the sub-contractor. All the fittings, wires, etc. will be handed to the Principal Agent.				
	<u>Care to avoid structural or other damage</u>				
	In taking down and removing existing work the utmost care shall be observed to avoid any structural or other damage to the remaining portions of the building. The Contractor shall cover up and protect injury all work not removed and shall make good at his own expense any damage that may occur.				
	<u>Care to/of existing surfaces, structures and finishes</u>				
	All work must be done carefully so as not to damage or harm any existing adjoining surfaces. Any damage that occurs will be repaired to be the same as the original at the Contractors expense.				
	<u>Dimensions and heights</u>				
	The Contractor is advised to check all dimensions and heights affecting the existing buildings on site against those indicated on the plans, as he will be held responsible for all new work being in the correct sizes. Should any discrepancies be found, he is to refer them to the Architect for correction, before proceeding with the work.				
	<u>Prices for demolitions</u>				
	Prices for the demolition of any portion of the structure shall include for its demolition complete with all surfaces finishes such as plaster, screeds, etc., all attached items of joinery such as skirting and all reinforcements, conduits, pipes, lintels, etc. built into that portion of the structure. Prices for the removal of doors and frames shall include for removal of fanlights, ironmongery, architraves and other associated trim. Prices for the removal of windows shall include for the removal of glass, louvres, burglar bars attached to the window,				

	windowsills and blinds. Prices for the removal of sanitary fittings shall include for the removal of all pipework, traps, brackets and fittings.				
	DEMOLITIONS				
	Refer to Demolition Layout attached for the following:				
1	Take out and remove existing drywall , including all doors, openings, etc. and make good to receive new shopfront	m	5		
2	Allow for a panel insert to be installed vertically	Item	1		
3	Take out and remove existing carpet and make good to receive new	m ²	230		
4	Remove existing bulk filler - raised level	Item	1		
5	Remove existing ceiling tiles and make good all trades	m ²	230		
6	Remove existing lights, set aside and store for future use	Item	1		
7	Remove all power skirting and make good	Item	1		
8	Remove existing light sensors, set aside and store for future use	Item	1		
9	Remove fire equipment, set aside and store for future use	Item	1		
	REPAIR WORK / RE-INSTALLATION				
10	Patch up repair dry walling where door was removed	m	3		
11	Prepare slab for raised sections indicated on construction layout	Item	1		
	SERVICING EXISTING EQUIPMENT				
12	Service existing fire equipment	Item	1		
13	Reinstall fire equipment	Item	1		

14	Reinstall existing light sensors	Item	1		
15	Reinstall existing lights	Item	1		
	WATER PROOFING				
16	Waterproofing to slab as per detail attached	m ²	230		
17	Seal expansion joints and cracks as per detail attached	m ²	230		
	NEW WORK				
	PARTITION WALLS				
	Refer to Studio's Construction Plans attached for the following:				
18	Single skin standard drywalling comprising of 1 x 12,5mm gypsum board either side of a 63mm stud, with 40mm thick rockwool (40kg/m ²) acoustic infill as detailed to manufacturer's specs.	m	24		
19	Drywalling: 2hr fire-rated drywall build to manufacturer's specs	m	8		
20	Acoustic Drywalling; 2 x 2hr fire-rated drywall with insulation 2 layers of 15mm Firestop boards to both sides build to manufacturer's specs.	m	60		
21	Reinforce drywall as per Architects specification	m	6		
	IRONMONGERY				
	Refer to Ironmongery legend attached:				
22	Locks and escutecheons	no	6		
23	Locks and escutecheons	no	4		
	FLOOR COVERING				
	Refer to Floor finishes layout for detail attached:				
24	Raise the floor to 85mm as detailed on the floor plan by the architect	m ²	80		

25	Herringbone as per Architect drawings (FF1)	m ²	63		
26	Carpet: Belgotox fringe or equinox as per Architect drawings (FF 2)	m ²	68		
27	Carpet: Belgotox broadloom shale as per Architect drawings (FF3)	m ²	2		
28	Vinyl concrete cement (FF5)	m ²	62		
29	Vinyl concrete cement (FF4)	m ²	17		
30	Underlay to Belgotex broadloom shale carpet (FF6)	m ²	2		
31	14mm Meranti skirting painted with 2 coats matt sealant fixed with counter sunk screws (SK1)	m	78		
32	Transition edge trims (ET2)	m	15		
33	Stairr nosing (ET3)	m	10		
	DOORS				
	Refer to Door elevations detail attached:				
	Solid core door				
34	Acoustic painted solid timber door with panel viewing, size 813 x 2 032mm (T-AI)	No	3		
	Fire rated double door				
35	Hollow core double door with panel viewing, overall size 813 x 2 032mm (T-AU)	No	1		
	Powder Coated Aluminium Door Frames to Manufacturers spec's				
36	Painted standard double rebated pressed metal door frames (T-AU)	No	1		
37	Powder Coated Aluminium Door Frames to Manufacturers spec's				
38	Single aluminium frame Door Type T-A1	No	3		

	Powder Coated Aluminium Door and including 6,38mm Laminated Glass to Manufacturers spec's				
39	Single aluminium frame and door Type T-AP	No	2		
40	Single aluminium frame and door Type T-SS	No	1		
41	Top hung aluminium door and bottom glide frame with glass. Door type Type T-RR	No	1		
	CEILING:				
	Refer to Ceiling layout attached for detail :				
42	600 x 1200 tiles repair to existing grid (CL1)	m ²	15		
43	Flush plaster ceiling complete (CL2)	m ²	15		
44	Bulkhead (CL3)	m ²	15		
45	Baffel ceiling panels complete with shadowline cornices etc (CL4)	m ²	79		
46	Acoustic ceiling panel complete (CL5)	m ²	28		
47	Extra over for downlights	No	72		
48	Extra over for 1 200 x 600mm LED panel	No	72		
49	Extra over Led strip lights	m	60		
	Painting to existing walls				
50	1 coat undercoat (Primer) + 2 coats paint; white matt internal washable paint. (Dulux or similar approved)	m ²	120		
	Electrical				
51	Allowance for electrical works	Item	1	R60 000.00	

	TOTAL CARRIED TO SECTION SUMMARY PAGE				

				PROJECT NAME :STUDIO

FINAL SUMMARY				
STUDIO BUILDING WORKS				
SECTION 1 - PRELIMINARY AND GENERAL	ZAR		R	
SECTION 2 - BUILDING WORKS	ZAR		R	
Sub-Total			R	
Contingencies	10%		R	
Sub-Total			R	
Value Added Tax (15%)	15%		R	
TOTAL CONSTRUCTION VALUE			R	

ANNEXURE B: Drawings

