



## Request for Proposals (RFP)

**For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**RFP No. 2024/3665/13/12/2024**

Date of Issue	Tuesday, 26 November 2024	
Compulsory Briefing / Session or Site Inspection	Date Time	Thursday, 05 December 2024 09:00 AM to 10:00 AM
	Address	Outside Building 37 CSIR Scientia Campus Meiring Naude Road Brummeria, Pretoria
Enquiries	Strategic Procurement Unit	E-mail: <a href="mailto:tender@csir.co.za">tender@csir.co.za</a>
	Please use RFP No and RFP Description as subject reference	
Last date for submission of enquiries/clarifications	Thursday, 05 December 2024 @ 16H30	
Electronical Submission	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a> (If tender submission exceeds 25MB multiple emails can be sent)	
CSIR business hours	08h00 – 16h30	
Category	Construction Services	
Closing Date and Time	Friday, 13 December 2024 @ 16H30	

**TABLE OF CONTENTS**

<b>SECTION A</b>	<b>4</b>
<b>GENERAL RFP TERMS AND CONDITIONS</b>	<b>4</b>
<b>1 INTRODUCTION</b>	<b>4</b>
<b>2 SUBMISSION OF PROPOSALS</b>	<b>4</b>
<b>3 COUNTER CONDITIONS</b>	<b>5</b>
<b>4 FRONTING</b>	<b>5</b>
<b>5 PRICING PROPOSAL</b>	<b>6</b>
<b>6 APPOINTMENT OF SERVICE PROVIDER</b>	<b>6</b>
<b>7 SERVICE LEVEL AGREEMENT</b>	<b>6</b>
<b>8 ENQUIRIES AND CONTACT WITH THE CSIR</b>	<b>7</b>
<b>9 MEDIUM OF COMMUNICATION</b>	<b>7</b>
<b>10 CORRECTNESS OF RESPONSES</b>	<b>7</b>
<b>11 VERIFICATION OF DOCUMENTS</b>	<b>8</b>
<b>12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL</b>	<b>8</b>
<b>13 ADDITIONAL TERMS AND CONDITIONS</b>	<b>8</b>
<b>14 SPECIAL CONDITIONS</b>	<b>9</b>
<b>15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD</b>	<b>10</b>
<b>16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT</b>	<b>11</b>
<b>17 PREPARATION COSTS AND LIMITATION OF LIABILITY</b>	<b>11</b>
<b>18 INDEMNITY</b>	<b>11</b>
<b>19 PRECEDENCE</b>	<b>12</b>
<b>20 TAX COMPLIANCE</b>	<b>12</b>
<b>21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS</b>	<b>12</b>
<b>22 GOVERNING LAW</b>	<b>13</b>
<b>23 CONFIDENTIALITY</b>	<b>13</b>
<b>24 AVAILABILITY OF FUNDS</b>	<b>13</b>
<b>25 PERSONAL INFORMATION</b>	<b>14</b>
<b>26 DISCLAIMER</b>	<b>14</b>
<b>SECTION B</b>	<b>16</b>
<b>EVALUATION METHODOLOGY</b>	<b>16</b>
<b>27 TERMS OF REFERENCE</b>	<b>16</b>
<b>28 EVALUATION CRITERIA</b>	<b>16</b>

<b>29</b>	<b>OBJECTIVE CRITERIA</b>	<b>18</b>
<b>30</b>	<b>CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)</b>	<b>18</b>
<b>31</b>	<b>NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION</b>	<b>18</b>

## **RFP STRUCTURE**

SECTION A: GENERAL RFP TERMS AND CONDITIONS

SECTION B: EVALUATION METHODOLOGY / PROCESS

## **LIST OF ANNEXURES**

- Annexure A – Standard Bidding Document (SBD) 1 Form
- Annexure B – Tender DrawingsAnnexure C – Tender Specification
- Annexure D – Technical Evaluation Matrix/Rubrics
- Annexure E – Bill of Quantities
- Annexure F – Proposal Form and List of Returnable Documents
- Annexure G – Certificate of Acquaintance with RFP
- Annexure H – Preference Point Award Form
- Annexure I – Standard Bidding Document (SBD) 4 Form
- Annexure J – RFP Declaration and Breach of Law Form
- Annexure K – Mutual Non-Disclosure Agreement
- Annexure L – Draft Service Level Agreement

## SECTION A

### GENERAL RFP TERMS AND CONDITIONS

#### 1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, the CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

#### 2 SUBMISSION OF PROPOSALS

2.1 All proposals are to be submitted electronically to [tender@csir.co.za](mailto:tender@csir.co.za). No late proposals will be accepted.

2.2 All proposals will only be considered if received by the CSIR before the closing date and time (***as indicated on the cover page***). The CSIR business hours are between **08h00** and **16h30**.

2.3 All proposal submissions are to be clearly subject-referenced with the **RFP number and RFP Description**. Proposals must consist of two parts, each of which must be sent in two separate emails with the following subject:

**PART 1: Technical Proposal (Please indicated the RFP Number on each File/folder)**

**PART 2: Pricing Proposal, Specific Goals claim documentation: (Please indicated the RFP Number on each File/folder)**

2.4 Proposals submitted must be signed by a person or persons duly authorised.

2.5 Proposals submitted at incorrect location and/or address, will not be accepted for considerations and where practicable, will be returned unopened to the Bidder(s).

2.6 Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

- 2.7 All dates and times in this bid are South African standard time.
- 2.8 Any time or date in this bid is subject to change at the CSIR's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CSIR to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CSIR extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
- 2.9 Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 2.10 The naming / labelling syntax of files or documents must be short and simple.
- 2.11 The CSIR will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functional) solution, price, specific goals and objective criteria.

### **3 COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the RFP Conditions or setting of counter conditions by Bidders or qualifying any RFP Conditions will result in the invalidation of such bids.

### **4 FRONTING**

- 4.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved 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 Government condemn any form of fronting.
- 4.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the RFP evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry,

CSIR Tender Documentation

be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CSIR may have against the Bidder / contractor concerned.

## **5 PRICING PROPOSAL**

- 5.1 Pricing must be provided in South African Rand (including all applicable taxes less all unconditional discounts).
- 5.2 Prices that are subject to escalation and exchange rate fluctuations are to be clearly indicated, with the currency and ROE used in the quotation must be clearly indicated.
- 5.3 Price should include additional cost elements such as travel cost, freight, insurance until acceptance, duty where applicable, etc.
- 5.4 Payment will be according to the [CSIR Payment Terms and Conditions](#).
- 5.5 Please provide a detail pricing using a Pricing Schedule/Bill of Quantities outlined under **Annexure D. Pricing must strictly be in accordance with the Pricing Schedule.**

## **6 APPOINTMENT OF SERVICE PROVIDER**

- 6.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 6.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, CSIR reserves the right to appoint an alternative supplier.
- 6.3 Awarding of contracts will be published on the same platform where the bid was published, and no regret letters will be sent to unsuccessful bidders.

## **7 SERVICE LEVEL AGREEMENT**

- 7.1 Upon award the CSIR and the successful bidder will conclude an agreement in line with applicable form of contract ( i.e. **Draft Supplier Agreement**) regulating the specific terms and conditions applicable to the services being procured by the CSIR, more or less in the format of the draft Service Level Indicators (Annexure J) included in this tender pack.
- 7.2 Bidder(s) are requested to:
- 7.2.1. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - 7.2.2. Explain each comment and/or amendment; and
  - 7.2.3. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 7.3 The CSIR reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CSIR or pose a risk to the organisation.

## **8 ENQUIRIES AND CONTACT WITH THE CSIR**

Any enquiry regarding this RFP shall be submitted in writing to CSIR to the email and format outlined in the table on cover page of this RFP document.

Any other contact with CSIR personnel involved in this tender is not permitted during the RFP process other than as required through existing service arrangements or as requested by the CSIR as part of the RFP process.

## **9 MEDIUM OF COMMUNICATION**

All documentation submitted in response to this RFP must be in English.

## **10 CORRECTNESS OF RESPONSES**

- 10.1 The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.

- 10.2 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

## **11 VERIFICATION OF DOCUMENTS**

- 11.1 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.
- 11.2 Pricing schedule and specific goals credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.

## **12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the CSIR allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CSIR will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **13 ADDITIONAL TERMS AND CONDITIONS**

- 13.1 A bidder shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.
- 13.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 13.3 In case of proposal/s from a joint venture, the following must be submitted together with the proposal/s:
- A joint venture agreement signed by both parties clearly indication the lead partner, including split of work;
  - Copy of a valid certificate or consolidated B-BBEE score card;
  - The Tax Compliance Status (TCS) or CSD Report of each joint venture partner;



- Proof of ownership/shareholder certificates/copies; and
- Company registration certificate/s.

- 13.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 13.5 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.
- 13.6 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

## **14 SPECIAL CONDITIONS**

The CSIR reserves the right to:

- 14.1 Extend the closing date of this RFP;
- 14.2 Correct any mistakes before closing date and time of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- 14.3 Verify any information contained in the bidder's submission;
- 14.4 Request documentary proof regarding the bidder's submission;
- 14.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product/service offered by the bidder(s) or verify any information whether before or after the adjudication of this RFP;
- 14.6 Award this tender to a bidder that did not score the highest total number of points, only in accordance with Section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 14.7 Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract;
- 14.8 Award this RFP as a whole or in part;
- 14.9 Award this RFP to multiple bidders;
- 14.10 Cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;

- 14.11 Post tender negotiate on any elements on the bid, including but not limited to technical, transformation, price, and contractual terms and conditions.;
- 14.12 Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged of fraudulent or illegal conduct which, would harm the CSIR's reputation by its continued association with the bidder.

## **15 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 15.1 The CSIR reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CSIR or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - c. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - e. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any

tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

- f. has in the past engaged in any matter referred to above; or
- g. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **16 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 16.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the CSIR relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 16.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the CSIR against the bidder notwithstanding the conclusion of the Service Level Agreement between the CSIR and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **17 PREPARATION COSTS AND LIMITATION OF LIABILITY**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the CSIR, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

A bidder participates in this bid process entirely at its own risk and cost. The CSIR shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **18 INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the CSIR incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the CSIR harmless from any and all such costs which the CSIR may incur and for any damages or losses the CSIR may suffer.

## **19 PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **20 TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. If a recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliant status and the bidder will be requested to submit written proof from SARS of their tax compliant status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. Should they fail to do so CSIR will reject their bid.

The CSIR reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the CSIR, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CSIR further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **21 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CSIR reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should

it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

## **22 GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **23 CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CSIR's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CSIR remain proprietary to the CSIR and must be promptly returned to the CSIR upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the CSIR's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## **24 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the CSIR may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure:

Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

## **25 PERSONAL INFORMATION**

- 25.1 Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The bidder further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 25.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 25.3 While performing any activity where a Party is handling personal information as a “responsible party” (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party’s instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 25.4 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.
- Where relevant, the bidder shall procure that all of its personnel, agents, representatives, contractors, sub-contractors and mandataries shall comply with the provisions of this clause 30 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit bidders compliance with the requisite POPI Act safeguards.

## **26 DISCLAIMER**

This RFP is a request for proposals only and not an offer document. Answers to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its proposal, bidders shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to bidder concerning the RFP, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the bidder or any other party in connection therewith.

## SECTION B

### EVALUATION METHODOLOGY

#### 27 TERMS OF REFERENCE

This RFP is For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.). The service offering must include all requirements as set out in **Annexure B**.

#### 28 EVALUATION CRITERIA

The CSIR has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Elimination Criteria (Phase 1)	Technical Evaluation Criteria (Phase 2)	Price and Preference Points Evaluation (Phase 3)	Objective Criteria
Only bidders that comply with ALL the criteria set on paragraph 28.1 on <b>Phase 1</b> below will proceed to Technical/Functional Evaluation (Phase 2).	Bidder(s) are required to achieve a predetermined minimum threshold on each of the individual criteria, and a predetermined minimum threshold on 100 points overall. Only bidder (s) who met and/or exceeded the minimum threshold points on <b>Phase 2</b> below will proceed to Price and Preference Points Evaluation. (Phase 3)	Bidder(s) will be evaluated out of <b>100 points</b> i.e. <b>80 or 90 points</b> for Price and <b>20 or 10 points</b> for Preference Points.	The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000).

##### 28.1 Elimination Criteria (Phase 1)

Proposals will be eliminated under the following conditions:

- Bidder that submitted late bids will not be considered.
- Bidder that submitted to the incorrect location or email address will not be considered (Only electronic submission to [tender@csir.co.za](mailto:tender@csir.co.za) would be considered).
- Bidder that is listed on the NT database of restricted suppliers will not be considered.
- Bidder that is registered on the NT Register of Tender Defaulters will not be considered.
- Bidder that fails to attend site briefing



- Bidder that did not submit mandatory returnable documents as listed on **Annexure E: Proposal Form and List of Returnable Documents (Mandatory Returnable Documents Table)**.

## 28.2 Technical Evaluation Criteria (Phase 2)

The evaluation of the functional / technical detail of the proposal will be based on the following criteria:

No	ELEMENT	WEIGHT
1	Company profile	10
2	Company Experience	30
3	CV of an experienced construction supervisor	10
4	CV of an experienced qualified and registered safety officer	10
5	CV of an experienced qualified registered plumber	10
6	CV of an experienced registered Fire equipment technician	10
7	CV of an experienced registered refrigeration gas technician	10
8	Construction programme	10
<b>TOTAL (%)</b>		<b>100</b>

Proposals with functionality / technical points of less than the pre-determined minimum overall percentage of **70 %** and less than **50 %** on each of the individual criteria will be eliminated from further evaluation on Price and Preference Points Evaluation.

Refer to **Annexure C (Technical Evaluation Matrix/Rubrics)** for the scoring ranges/rubrics that will be used to evaluate functionality.

## 28.3 Price and Preference Points Evaluation (Phase 3)

Only Bidders that have met meet minimum thresholds on Technical/functional Evaluation will be evaluated for price and preference points. Price and Preference Points will be evaluated as per **Annexure G: Preference Points Award Form**.

## 29 OBJECTIVE CRITERIA

The CSIR reserves the right to award this tender to a bidder that did not score the highest total number of points in accordance with Section (2) (1) (f) of the PPPFA (Act 5 of 2000)", under the following conditions:

- The directors, shareholders or officers of the bidder must not be formally charged of fraudulent or illegal conduct which could harm the CSIR's reputation by associating with the bidder.

## 30 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

30.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the closing date and time of this RFP submissions, with a grading of **3GB** or higher class of construction works, will be considered.

30.2 Joint ventures are eligible to submit proposals provided that:

- Every member of the joint venture is registered with the CIDB.
- The lead partner has a contractor grading designation in the **3GB** or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status.
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **3GB** or higher class of construction work

## 31 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. In order to enable the CSIR to verify information on the CSD, Respondents are required to provide the unique registration reference number.

Before any negotiations will start with the winning bidder it will be required from the winning bidder to:

- be registered on National Treasury's Central Supplier Database (CSD). Registrations can be completed online at: [www.csd.gov.za](http://www.csd.gov.za);
- provide the CSIR of their CSD registration number.

## Annexure A

## Standard Bidding Document (SBD) 1

## PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	CSIR RFP No.: 2024/3665/13/12/2024	CLOSING DATE:	13 December 2024	CLOSING TIME:	16h30
DESCRIPTION	For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The CSIR requires that all tender submissions be submitted electronically to <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> . Should tender file size exceed 25MB, bidders submit tender in multiple emails. Use the tender number CSIR RFP No.: 2024/3665/13/12/2024 and description of the tender as the subject on your email.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>		E-MAIL ADDRESS	<a href="mailto:tender@csir.co.za">tender@csir.co.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1 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]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/>

YES ☐ NODOES THE ENTITY HAVE A BRANCH IN THE RSA?  
NO☐ YES ☐DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
NO☐ YES ☐DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
NO☐ YES ☐IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
NO☐ YES ☐**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.****PART B: TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SS-F-SPU-026 Rev 02 Request for Proposal

CSIR RFP No.: 2024/3665/13/12/2024

## **Annexure B**

**Technical Specification/Scope of Services For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**CSIR RFP No.: 2024/3665/13/12/2024**

### **1. INVITATION FOR PROPOSAL**

Proposals are hereby invited for the supply of Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the Scientia Campus in Pretoria..

The purpose of the Request for Proposal (RFP) is to obtain capability, pricing and general information on the business of potential Contractors for the CSIR to determine the Contractors most capable of providing the service.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CSIR.

This RFP does not constitute an offer to do business with the CSIR, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

Responses to this Request for Proposal (RFP) (hereinafter referred to as a Bid or a Proposal) are requested from suitably qualified entities (hereinafter referred to as a Respondent or Bidder) for the provision of Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the Scientia Campus in Pretoria.

### **2. PROPOSAL REQUIREMENTS**

All proposals are to be submitted in a format specified in this enquiry However, bidders are welcome to submit additional / alternative proposals over and above the originally specified format.

## 2.1. Technical Proposal

The following must be submitted as part of the **technical** proposal:

- a. Bidder must submit a detailed company Profile (not more than 10 pages) indicating the :  
The age, resources and capability of the company  
The company must have a minimum of 3 years' experience
- b. Bidder must submit a list of similar projects executed between 2011 and 2024 e.g. company name, contact person, email address, telephone number, nature of work, value of contract, contract duration (as per the table in paragraph 31). List of projects must be supporting by reference letters issued by the client, with project details, value of projects, duration of project ( start to end date), contact details of the client and signed by the client

**NB – The list must be relevant to the RFP SOW.**

- c. Bidder must submit CV of a construction supervisor / site manager (with relevant experience in the built environment ). The construction supervisor / site manager must be available on-site full time
- d. Bidder must submit CV of experienced qualified and registered safety officer (with relevant experience, relevant qualifications in the health and safety environment i.e. SACPMC or equivalent and relevant professional registration). The safety officer must be available on-site full time
- e. Bidder must submit CV of an experienced qualified registered plumber (with relevant experience, relevant qualifications in the plumbing environment and relevant professional registration). The experienced qualified registered plumber must be available on-site full time, The experienced qualified and registered plumber must have a minimum of 5 years relevant experience
- f. Bidder must submit CV of an experienced registered Fire equipment technician (with relevant experience, and relevant professional registration). The experienced registered Fire equipment technician must be available on-site full time. The experienced registered Fire equipment technician must have a minimum of 5 years relevant experience
- g. Bidder must submit CV of an experienced registered refrigeration gas technician (with relevant experience, and relevant professional registration). The experienced registered Fire equipment technician must be available on-site full time. The experienced registered refrigeration gas technician must have a minimum of 5 years relevant experience

- h. Bidder must submit Construction programme (CP) of not more than 12 weeks clearly showing activities and dependencies. NB: The CP must be submitted on MS project format and shows all the activities and the resources.

## 2.2. Financial Proposal:

The following must be submitted as part of the **financial** proposal:

- Cover Letter.
- Completed Pricing Schedule (**Annexure D**) on official company letterhead.
- CSD registration report (RSA suppliers only).

## 3. PROPOSAL SPECIFICATION

### 3.1. Scope of Work

The Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the Scientia Campus in Pretoria.

As per attached annexures i.e. detailed bill of quantities and drawings.

The bill of quantities must be read in conjunction with the drawings attached to the RFP as annexures.

**The scope of work is as follows:**

1. Building work, i.e. brickwork, civil work, roofing installations, ceiling installations, etc..
2. Electrical installations.
3. HVAC installations
4. Fire installations. As broken down in the Bill of Quantities.

GENERAL					
All work is to be done in accordance with the National Building Regulations.					
All materials and workmanship are to comply with the relevant S.A.B.S. codes					
This drawing is not to be scaled. Figured dimensions to be used. All dimensions are in millimeters unless otherwise stated.					
This drawing must be read in conjunction with all the relevant drawings and specifications issued by qualified architects, engineers, and other consultants					
All dimensions and levels must be checked on site by the contractor before putting work in hand.					
All voids, suspended ceilings and partitions to be rodent proof in accordance with the Government rodent proofing regulations.					
All mechanical and electrical work is to be done in accordance with the National Building Regulations.					
All plumbing to comply with part "P" of the NBR - SABS 0400 & Building Inspector on site.					
#	Category	Element	Description	Yes/No	



1	Foundations:	Foundation footings:	(A)All reinforced concrete slabs, columns, stairs, beams, footings, and foundations to be according to certified structural engineer's details and specifications.		
2	Foundations:	Foundations Plinth:	Semi-face brick or raft foundation where concrete foundation		
3	Foundations:	Surface Bed:	As specified by structural engineer due to specific ground conditions		
4	Foundations:	Apron	600mm apron,150mm below dpc		
5	Superstructure:	Superstructure:	Cement stock bricks S.A.B.S approved, weep hole to be allowed if applicable. Bricks must be hollow core with dimensions 220mmX90mmX115mm		
6	Superstructure:	Wall:	All masonry work shall be reinforced grouted masonry.		
7	Superstructure:	Grouting	Masonry grout shall confirm to sabs standards with minimum 28-day compressive strength of 10mpa.		
8	Superstructure:	Brickforce:	Reinforcing: (a)Reinforcing bars for masonry shall conform to SABS standards and be lapped a minimum of 40 bar diameters. (b)3.8mm brickforcing to be every 4 coarse of brickwork (c)Brickforce to be provided as follows : -Above and below all windows: 5 consecutive layers -Above all doors: 5 consecutive layers. -Below support of concrete: 3 consecutive layers. • Foundations walls: every layer. • General: every second layer. • All loadbearing brickwork to engineering • grade bricks		
9	Superstructure:	Glazing:	All glazing in accordance with the SANS 10400-NHBRC. Obscure glass in bathrooms		

10	Superstructure:	Window Frames	Powdercoated matt black aluminium frame in conformance with sars 1796-1997		
11	Superstructure:	Window Cills:	Pre cast concrete cills. Waterproofed		
12	Superstructure:	External plaster:	Cement plaster finished with wood float. Areas of facebrick, or bag washed brick to break colour. Egde targets to be pursued.		
13	Superstructure:	Duct covers:	Hinged composite panel duct cover if plumbing is kept in ducts.		
14	Superstructure:	Airbricks:	In bathroom, kitchen area and opposite wall		
15	Superstructure:	Screeds	Screed steel trowelled on concrete 30mm thick on floors, or as specified by engineer.		
16	Superstructure:	External Finish:	Plastered & painted cement brick		
17	Roof:	Roof Trusses:	Gang nail timber roof trusses as per Engineers design.		
18	Roof:	Roof Coverings:	Kilplok 700 sheeted metal roof, or similar as approved by Purchaser.		
19	Roof:	Roof Insulation	ISOVER 135mm, or similar as approved by Purchaser.		
20	Roof:	Waterproofing:	Approved waterproofing system to service ducts, geyser areas, shower walls and floor and other concrete services, as specified by Architect and approved by Purchaser		
21	Roof:	Guttering, down pipes:	Chromadek gutters and down pipes		
22	Roof:	Fascias	Nu-tech board fascias painted white (or colour to match external detail), fixed with countersunk brass screws		
23	Paint:	Wall Finishes External	Prepare stop and apply one undercoat and two coats PEM 1000 to external walls, or of similar guarantee and quality approved by Purchaser. Colour to be approved by Purchaser		
24	Paint:	Wall Finishes Internal	Prepare stop and apply one undercoat and two coats PEM 900 to internal walls. Colour to be approved by Purchaser		

25	Paint:	Wall Finishes on smooth concrete	On smooth concrete, prepare stop and apply one coat bonding liquid, one coat plaster primer and two coats PEM 900. Soffit of slab including closing joints with approved silicone		
25	Paint:	Metal surfaces - Door frames	On metal surfaces, prepare and prime where necessary and apply one undercoat and two coats of gloss enamel or similar approved enamel. Pressed door frames		
26	Paint:	On Wood - Door	On wood surfaces, prepare stop and apply one coat of wood primer, one undercoat and two coat gloss enamel, or approved enamel paint		
27	Paint:	Ceilings:	Spot prime nail heads with approved universal undercoat. Two coats approved white PVA paint		
28	Paint:	On Wood - Skirtings	On wood surfaces, prepare stop and apply one coat of wood primer, one undercoat and two coat gloss enamel, or approved enamel paint		
29	Internal Finishes:	Wall Tiles:	300mm x 300mm ceramic wall tiling (PC R60/m2) well bedded, fixed with approved ceramic tile adhesive to cement plaster with continuous joints in both directions and grouted with pigmented fungus resistant grouting. Including all square cutting and waste. 450mm or 600mm tile may also be used if costing allows.		
30	Internal Finishes:	Wall Tiles:	1800mm high in showers		
31	Internal Finishes:	Wall Tiles:	min 450 mm high above worktops in kitchens, and min 300mm high above basin & bath		
32	Internal Finishes:	Ceilings:	6,4mm gypsum ceilings with 75mm cornice on 38x38mm. Trap doors to be provided in ceilings to top floor units only.		
33	Internal Finishes:	Ceilings:	Supply and install 130mm Isoferm Go Green Insulation, or similar as approved by Purchaser		

34	Internal Finishes:	Ceilings:	Prepare and apply one undercoat and two coats PEM 600 acrylic paint . Ceilings and cornices		
35	Internal Finishes:	Floor Tiles:	300mm x 300mm Ceramic wall tiling (PC R80/m2) well bedded, fixed with approved ceramic tile adhesive to cement plaster with continuous joints in both directions and grouted with pigmented fungus resistant grouting. Including all square cutting and waste. Floor & landings. Non slip to be approved by Purchaser		
36	Internal Finishes:	Skirting:	75mm tile skirting to all tiled areas.		
37	Internal Finishes:	External Doors	Front doors, store room doors or duct doors: 2032 x 813 x 44mm. Meranti solid door fitted to timber frame		
38	Internal Finishes:	External Door Frames	Pressed steel door frame, 1.6mm thick pressed steel double rebate door to suit one brick (813mm x 2032mm) with a standard striker plate.		
39	Internal Finishes:	External Door Paint	Door finished with two coats varnish or stained		
40	Internal Finishes:	External Door Weather Board	Hardwood or aluminium weather board fixed to all external timber doors.		
41	Internal Finishes:	External Door Security Gate	Front door - Steel square tubing security gate with lock		
42	Internal Finishes:	Internal Doors:	Internal doors - Hollow core door with commercial veneer on both sides hung to a steel frame (2032 x 813 x 44mm).		
43	Internal Finishes:	Internal Door frames:	Pressed steel door frame 1.2mm thick pressed steel double rebate door to suit one brick (813mm x 2032mm)		
44	Internal Finishes:	Internal Door paint:	Door finished with two coats white emulsion paint. E.g. Velvagro or other approved product		
45	Internal Finishes:	Internal Doors:	Rubber door stops		
46	Internal Finishes:	Bathroom Doors - IF APPLICABLE:	Powdercoated matt black aluminium frame in conformance with sars 1796-1997		

47	Internal Finishes:	Bathroom Doors - IF APPLICABLE:	All glazing in accordance with the NHBRC and SANS. Window hung no less than 300mm from ceiling, privacy and security to be maintained. No windows below 1800mm on walkways. Fireproof per rational design where required.		
48	Internal Finishes:	Ironmongery:	Good quality, 4 Lever, 2-keyed brass Lock set. Door must be able to lock from inside without key for safety reasons (Thumblock).		
49	Internal Finishes:	Ironmongery:	Good quality, two lever chrome locksets to all internal doors.		
50	Plumbing	W.H.B.	Hibiscus, wall mounted, or similar, as approved by Purchaser. All plumbing to have good product warranty and guarantees in place.		
51	Plumbing	Taps & fittings	Regulator included to reduce flow to 6lt/min. See EDGE intervention HMW02 and HMW03. All plumbing to have good product warranty and guarantees in place.		
52	Plumbing	W.C.	Hibiscus Elite dual flush 6lt/min first flush 3lt/min second flush, or similar as agreed by Purchaser. See EDGE intervention HMW04. All plumbing to have good product warranty and guarantees in place		
53	Plumbing	Vanity cupboard / Mirror	Min 450mm (H) x 280mm (W). Hung at appropriate height. Shelf also provided		
54	Plumbing	Shower Head	Regulator included to reduce flow to 6lt/min. See EDGE intervention HMW01. All plumbing to have good product warranty and guarantees in place.		
55	Plumbing	Shower:	Pivot aluminium shower door. With side panel if applicable.		
56	Plumbing	Shower:	Built in shower floor at appropriate height (No tray)		
57	Plumbing	Shower:	Soap dish provided to bath & shower		

58	Plumbing	Bathroom fittings	U bend toilet roll holder, as per attached photos (no loose inner)		
59	Plumbing	Bathroom fittings	600mm towel rail		
60	Plumbing	Sink	Regulator included to reduce flow to 6lt/min. See EDGE intervention HMW02 and HMW03. All plumbing to have good product warranty and guarantees in place.		
61	Plumbing	General	Design Supply and installation of all plumbing & drainage		
62	Plumbing	Stopcock	Stopcock fitted to each unit		
63	Plumbing	Geysers:	Options that will be considered but approved by purchaser: Solar (PV Robot system) with electrical back-up (Panel size to achieve 70% saving), See EDGE intervention HME14 and HME19. No heat pumps.		
64	Plumbing	Geysers:	Access to equipment from walk-way is required, Overflow of water to be considered.		
65	Fittings:	Kitchen Cupboards and Work tops:	Doubled cupboard under sink (lay-out to be approved by purchaser).		
66	Fittings:	Kitchen Cupboards and Work tops:	Single cupboard with drawer		
67	Fittings:	Kitchen Cupboards and Work tops:	Min 600mm usable counter top space but must be functional for each unit.		
68	Fittings:	Kitchen Cupboards and Work tops:	Space for fridge		
69	Fittings:	Kitchen Cupboards and Work tops:	Granite tops		
70	Fittings:	Kitchen Cupboards and Work tops:	White melamine inside and colour melamine outside (to be approved by purchaser)		
71	Electrical Work:	General	Design, supply and installation of electrical installation. Globes to be LED, compact fluorescent or T5. To be fitted in a reachable area. Fittings should have clips rather than screws. Refer to green intervention HME16 and HME17.		

72	Electrical Work:	Kitchen light	Internal - CFL ready light incl PCL10 Watt compact fluorescent to be approved. Refer to EDGE intervention HME16. LED downlights may also be used		
73	Electrical Work:	Internal lights	Euro lux range as per photos, or similar as approved by Purchaser. LED downlights may also be used.		
74	Electrical Work:	External Lights	LED Spot lights and bulk heads as per photos, or as approved by Purchaser		
75	Electrical Work:	External Lights	Light control / Day night sensor. See EDGE intervention HME18.		
76	Electrical Work:	Fibre	Ducting for fibre optics to be provided with soft bends. To consult with network provider before construction		
77	Electrical Work:	Plug points	Double plugs in office		
78	Electrical Work:	Plug points	Single plug fridge		
79	External Work:	Entrance	Prominent space for signage		
80	External Work:	Entrance	Gate motor - industrial strength Centurion D10, or similar as approved by Purchaser. Must have anti-theft bracket installed		
81	External Work:	Entrance	Camera conduits to be provided		

Annexure D

Technical Evaluation Matrix/Rubrics

For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria. RFP No.

Scoring sheet to be used to evaluate functionality

Functional Factor	Criteria Description	Score description		Weighting (%)
Company profile	Bidder must submit a detailed company Profile (not more than 10 pages) indicating the following:  The age, resources and capability of the company  The company must have a minimum of 3 years' experience	No submission	0 Points	20
		3 to 5 years	5 Points	
		6 to 8 years	7 Points	
		> 8 years	10 Points	
Company Experience	Bidder must submit a list of similar projects executed between 2011 and 2024 e.g. company name, contact person, email address, telephone number, nature of work, value of contract, contract duration (as per the table in paragraph 31). NB – The list must be relevant to the RFP SOW  List of projects must be supporting by reference letters issued by the client, with project details, value of projects, duration of project (start to end date), contact details of the client and signed by the client.  At least 1 relevant reference letter and listed project must be listed and submitted  Scores will only be allocated to projects listed and supported with valid reference letters.	No list of projects and reference letters and List of projects and reference letters are not relevant	0 Points	30
		1 to 5 list of relevant projects and reference letters	5 Points	
		6 to 8 list of relevant projects and reference letters	7 Points	
		> 8 list of relevant projects and reference letters	10 Points	
Staff capability	CV of a construction supervisor / site manager (with relevant experience in the built environment). The construction supervisor / site manage must be available on-site full time  Construction supervisor or site manager must have a minimum of 5 Years relevant experience	< 5 years' experience	0 Points	10
		5 to 7 years' experience	5 Points	
		8 to 10 years' experience	7 Points	
		More than 10 years' experience	10 Points	
Staff capability	CV of experienced qualified and registered safety officer (with relevant experience, relevant qualifications in the health and safety environment i.e. SACPMC or equivalent and relevant professional registration). The safety officer must be available on-site full time  The experienced qualified and registered safety officer must have a minimum of 5 years relevant experience	< 5 years' experience	0 Points	10
		5 to 7 years' experience	5 Points	
		8 to 10 years' experience	7 Points	
		More than 10 years' experience	10 Points	
Staff capability	CV of an experienced qualified registered plumber (with relevant experience, relevant qualifications in the plumbing environment and relevant professional registration). The experienced qualified registered plumber must be available on-site full time  The experiences qualified and registered plumber must have a minimum of 5 years relevant experience	< 5 years' experience	0 Points	10
		5 to 7 years' experience	5 Points	
		8 to 10 years' experience	7 Points	
		More than 10 years' experience	10 Points	



Staff capability	CV of an experienced registered Fire equipment technician (with relevant experience, and relevant professional registration). The experienced registered Fire equipment technician must be available on-site full time  The experienced registered Fire equipment technician must have a minimum of 5 years relevant experience	< 5 years' experience		0 Points	10	
		5 to 7 years' experience		5 Points		
		8 to 10 years' experience		7 Points		
		More than 10 years' experience		10 Points		
Staff capability	CV of an experienced registered refrigeration gas technician (with relevant experience, and relevant professional registration). The experienced registered Fire equipment technician must be available on-site full time  The experienced registered refrigeration gas technician must have a minimum of 5 years relevant experience	< 5 years' experience		0 Points	10	
		5 to 7 years' experience		5 Points		
		8 to 10 years' experience		7 Points		
		More than 10 years' experience		10 Points		
Construction programme	Construction programme (CP) of not more than 12 weeks clearly showing activities and dependencies  NB: The CP must be submitted on MS project format and shows all the activities and the resources.	No CP submitted or submitted CP is not relevant		0 Points	10	
		CP that is more than 14 weeks		5 Points		
		CP that is 14 weeks		7 Points		
		CP that is between 12 and 13 weeks		10 Points		
TOTAL						100

## Annexure E

### Pricing Schedule- **FIRM PRICES**

**For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**CSIR RFP No.: 2024/3665/13/12/2024**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

ITEM NO				QTY	RATE	AMOUNT
	<u><b>BILL NO. 1</b></u>					
	<u><b>PRELIMINARIES</b></u>					
	<u><b>PRINCIPAL BUILDING AGREEMENT</b></u>					
	The JBCC Series 2000 Minor Works Agreement (May 2018 Edition 5.2) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described.					
	<u><b>PRELIMINARIES</b></u>					
	The ASAQS Preliminaries (2017 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Minor Works Agreement shall be deemed to be incorporated in these bills of quantities.					
	<u><b>FULL INTENT AND MEANING OF CLAUSES</b></u>					

	Tenderers shall be deemed to have referred to the afore-mentioned documents for the full intent and meaning of each clause. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable".					
	<b><u>METHOD OF MEASUREMENT</u></b>					
	These Bills of Quantities have been prepared in accordance with the Sixth Edition (Revised) of the Standard System of Measuring Building Work 1999, issued by the Association of South African Quantity Surveyors, modified in certain respects where necessary to meet the requirements of certain particular cases. All adjustments arising out of the Contract will be measured on the basis of these Bills of Quantities. The Standard System may, of necessity be referred to, but such reference is conditional upon the understanding that, when differences occur, the principles of measurement adopted in these Bills of Quantities are to be followed.					
	<b><u>PREAMBLES FOR TRADES</u></b>					
	The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles. The tenderers' prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles.					
	<b><u>PRICING OF PRELIMINARIES</u></b>					
	Tenderers shall allow opposite each clause for any cost involved with complying with such clause. Any applicable clauses left unpriced shall be deemed to be included in the rates and prices elsewhere incorporated throughout these Bills of Quantities.					
	<b><u>PAYMENT CATEGORIES OF PRELIMINARIES</u></b>					

	Should the Tenderer select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T). These relevant categories shall be as follows: "F" - A fixed amount which shall not be varied "V" - A variable amount that will be varied in proportion to the Contract Value "T" - A variable amount that will be varied in proportion to the approved time for completion.					
	<b><u>PRELIMINARIES</u></b>					
	<b><u>SECTION A - MINOR WORKS AGREEMENT</u></b>					
1	Clause 1.0 - Definitions and interpretation.	Item	1			0,00
	F:.....V:.....T:.....					
2	Clause 2.0 - Law, Regulations and notices.	Item	1			0,00
	F:.....V:.....T:.....					
3	Clause 4.0 - Documents.	Item	1			0,00
	F:.....V:.....T:.....					
4	Clause 5.0 - Employer's agents.	Item	1			
	F:.....V:.....T:.....					
5	Clause 9.0 - Securities.	Item	1			
	F:.....V:.....T:.....					
6	Clause 11.0 - Obligations of the Contractor	Item	1			
	F:.....V:.....T:.....					
7	Clause 13.0 - Direct Contractors	Item	1			
	F:.....V:.....T:.....					
8	Clause 14.0 - Contract Instructions	Item	1			
	F:.....V:.....T:.....					
9	Clause 17.0 - Revision of date for practical completion	Item	1			

		F:.....V:.....T:.....				
10		Clause 19.0 - Payment	Item	1		0,00
		F:.....V:.....T:.....				
11		Clause 20.0 - Adjustment to the contract value and final account	Item	1		0,00
		F:.....V:.....T:.....				
		<b><u>SECTION C - SPECIFIC PRELIMINARIES</u></b>				
12		Site instructions	Item	1		0,00
		Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.				
		F:.....V:.....T:.....				
13		Warranties for materials and workmanship.	Item	1		0,00
		Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warrant, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor.				
		F:.....V:.....T:.....				
14		Overtime.	Item	1		0,00
		Should overtime be required to be worked for any reason whatsoever, the cost of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing, prior to the execution thereof, that the additional cost related to such overtime are to be borne by the employer.				
		F:.....V:.....T:.....				

15	Cooperation of the contractor for cost management		Item	1		0,00
	F:.....V:.....T:.....					
16	Overloading		Item	1		0,00
	F:.....V:.....T:.....					
17	Health and safety		Item	1		0,00
	F:.....V:.....T:.....					
18	Confidentiality		Item	1		0,00
	F:.....V:.....T:.....					
	<b><u>BILL NO. 2</u></b>					
	<b><u>EARTHWORKS (PROVISIONAL)</u></b>					
	<b>General instructions and notes</b>					
	- Unless stated otherwise in the description, all items removed or demolished shall be carted off site to a dump site which is to be located by the contractor.					
	- Unless specifically referenced to relevant SANS clauses, items are measured in accordance with the Standard System of Measuring Building Works 2013, Edition Six, Revision 2. Items are to be priced accordingly.					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2008 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	The excavations are expected to be not deeper in any circumstance than approximately 1.5m with the bulk thereof not deeper than approximately 1m					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	Carting away of excavated material:					

		Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.				
		Filling:				
		Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material.				
		Testing: Prices for filling are to include for all necessary density tests in accordance with SABS 1200D. Tally sheets / POD's: Tally sheets or proofs of delivery/collection required for earth carted away from site.				
		<b><u>SITE CLEARANCE</u></b>				
		<b>Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush etc.</b>				
1		Site clearance	m <sup>2</sup>	464		
		<b><u>REMOVAL OF TREES ETC (MEASURED PROVISIONALLY)</u></b>				
		<b>Cutting down and removing, grubbing up roots and filling in holes.</b>				
2		Trees with girth not exceeding 1m	No	10		
		<b><u>TRENCH AND OTHER EXCAVATION</u></b>				
		<b>Open face excavation in earth over fairly flat site and stockpiling topsoil portion on site to be used for filling (elsewhere measured) and carting the remainder to a site off site as located by the contractor.</b>				
3		Bulk excavation	m <sup>3</sup>	40		
		<b>Excavate in earth (soft excavation) not exceeding 2m deep below surface bed level:</b>				
4		Trenches	m <sup>3</sup>	76		
5		Holes	m <sup>3</sup>	4		
		<b><u>Extra over trench and hole excavations in earth for excavation in:</u></b>				
6		Soft rock	m <sup>3</sup>	20		

7		Hard rock	m <sup>3</sup>	10		
		<b>Extra over all excavations for carting away:</b>				
8		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	72		
		<b>Risk of collapse of excavations</b>				
9		Sides of trenches and hole excavations not exceeding 1.5m deep	m <sup>2</sup>	216		
		<b>Keeping excavations free of water</b>				
10		Keeping excavations free of all water and other than subterranean water	Item	1		
		<b><u>FILLING ETC</u></b>				
		<b>Earth filling obtained from the excavations and/or prescribed stock piles on site and compacted to 95% Mod AASHTO density in layers:</b>				
11		Backfilling to trenches, holes, etc.	m <sup>3</sup>	48		
		<b>Filling supplied by the contractor under floor surface beds, steps, ramps etc.</b>				
12		Sub-base course of G7 layer works compacted to 95% Mod AASHTO density (150mm high)	m <sup>3</sup>	36		
13		Sub-base course of G5 layer works compacted to 95% Mod AASHTO density (150mm high)	m <sup>3</sup>	36		
		<b>Compaction to excavated surfaces</b>				
14		To bottom of trenches	m <sup>2</sup>	95		
15		To bottom of bases	m <sup>2</sup>	5		
		<b><u>WEED KILLER, INSECTICIDES, ETC</u></b>				
		<b>Rentokil or equal and approved anti-termite soil insecticide applied by a registered pest control company and guaranteed against termite infestation for 10 years, including forming and poisoning shallow furrows along sides of foundation walls, etc., all filling in and compacting, complete:</b>				
		To bottoms and sides of trenches etc	m <sup>2</sup>	311		



16	Under floors etc.	m²	239		
	<b><u>TESTS</u></b>				
	<b>Prescribed tests to determine degree of compaction or other properties of ground or filling</b>				
17	Modified AASHTO Density tests.	Item	1		
18	Field Density test, including "Optimum Moisture Content" test (four readings per test)	No	3		
	<b><u>BILL NO. 3</u></b>				
	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
	<b><u>UNREINFORCED CONCRETE CAST AGAINST ALL CLASSES OF EXCAVATED SURFACES OR AS INFILL</u></b>				
	<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
	<b>15MPa/19mm concrete in:</b>				
1	Binding under strip footings	m³	7		
2	In strip footings	m³	11		
	<b>25/19 MPa Polypropylene fibre reinforced concrete</b>				
	<b><u>REINFORCED CONCRETE CAST AGAINST FORMWORK</u></b>				
	<b>25/19 MPa concrete</b>				
3	In bases	m³	2		
4	In surface beds	m³	24		
5	In strip footings	m³	11		
6	In columns in foundations	m³	1		
	<b><u>CAST-IN ITEMS</u></b>				
	<b>Holding down bolts</b>				

7	Set of four M20 HD Bolts approximately 500mm long, complete with and including mid anchors, cast into concrete.		Sets	21		
	<b><u>CONCRETE SUNDRIES</u></b>					
	<b>Surface treatment</b>					
8	Finishing top surfaces of surface beds, slabs, etc., smooth with a power float		m <sup>2</sup>	239		
	<b>Bedding under base plates, etc.</b>					
9	Caulk up below 230 x 230mm steel baseplate using Sika 212 or similar approved grout. Grouting to not exceed 25mm thick average.		No	21		
	<b>Prescribed curing compounds</b>					
10	Supply and install suitable curing compound		m <sup>2</sup>	239		
	<b><u>FORMWORK (SMOOTH, DEGREE OF ACCURACY II)</u></b>					
	<b>Smooth formwork to sides of</b>					
11	Square shaped columns in foundations, not exceeding 1.5m high		m	67		
	<b><u>MOVEMENT JOINTS ETC</u></b>					
	<b>Isolation joints</b>					
12	10 x 200mm Deep isolation joint formed of and including Jointex and sealed with and including suitable sealant.		m	195		
	<b>Expansion joints</b>					
13	12mm Softboard, 230mm wide, between vertical brickwork and concrete surfaces, raked out 20mm deep on each side, prepared and filled with and including approved polysulphide sealant.		m	16		
	<b>Saw-cut joints</b>					
14	6 x 40mm deep saw-cut joints in top of concrete, reamed and sealed with and including a suitable Polyurethane sealing compound.		m	60		
	<b><u>REINFORCEMENT</u></b>					
	<b>Mild steel reinforcement to structural concrete work</b>					

15	Bars of various sizes and diameters	t	0,75		
	<b>High tensile reinforcement to structural concrete work</b>				
16	Bars of various sizes and diameters	t	0,75		
	<b>Mesh reinforcement</b>				
17	Ref 193 fabric reinforcement	m <sup>2</sup>	239		
	<b><u>BILL NO. 4</u></b>				
	<b><u>MASONRY</u></b>				
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.				
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.				
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.				
	<b><u>FOUNDATION BRICKWORK</u></b>				
	<b>Brickwork of NFP bricks (7 MPa nominal compressive strength) in class II mortar</b>				
1	One brick wall	m <sup>2</sup>	38		
	<b>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar</b>				
2	One brick wall	m <sup>2</sup>	39		
	<b><u>SUPERSTRUCTURE BRICKWORK</u></b>				
	<b>Brickwork of NFP bricks (7 MPa nominal compressive strength) in class II mortar</b>				
3	Half brick wall	m <sup>2</sup>	69		

4	One brick walls	m <sup>2</sup>	66		
	<b>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar</b>				
5	One brick walls	m <sup>2</sup>	221		
	<b><u>BRICKWORK SUNDRIES</u></b>				
	<b>Brickwork reinforcement</b>				
6	75mm Wide, built in horizontally into half brick walls	m	203		
7	115mm Wide, built in horizontally into one brick walls	m	1 073		
	<b>Galvanised hoop iron cramps, ties, etc.</b>				
8	30 x 1,6mm wall tie strips, 500mm long, with one end shot pinned to concrete and other end bent out and built into brickwork	No	28		
	<b>Pre-cast lintols</b>				
9	100 x 75mm Pre-stressed lintol	m	21		
	<b><u>FACE BRICKWORK</u></b>				
	<b>Brick-on-edge header course copings, sills, etc of "Approved" face brick, pointed with recessed joints on all exposed faces</b>				
10	230mm Wide sills set sloping and slightly projecting	m	16		
	<b><u>BILL NO. 5</u></b>				
	<b><u>WATERPROOFING</u></b>				
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.				
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.				

	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Waterproofing</b>					
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs					
	<b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>					
	<b>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course or similar and approved.</b>					
1	In walls		m	59		
2	In window sills 230mm wide.		m	16		
	<b><u>SHEET OR MEMBRANE WATERPROOFING ON GENERAL SURFACES</u></b>					
	<b>USB Green 250 micron or equal approved dampproof sheeting supplied and installed all in accordance with the manufacturer's instructions including all cutting, dressing and waste and protecting from damage (Measured nett) to:</b>					
3	Under concrete surface beds.		m <sup>2</sup>	239		
	<b>ABE Dura.flex, (or equal approved) a two component, polymer modified, cementitious waterproof coating applied in accordance with the manufacturers recommendations, a.b.e Construction Chemicals (Pty) Ltd. The coating shall conform to requirements of EMPA test 235 528, EMPA test 162 475 / 2.</b>					
4	On shower floors and walls.		m <sup>2</sup>	34		
	<b><u>BILL NO. 6</u></b>					
	<b><u>ROOF COVERINGS</u></b>					

	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>ROOF STRUCTURES</u></b>					
	<b>Pitched roof structure with gang-nail trusses including all timber componentry, fixings etc -ROOF SYSTEM (ADMINISTRATION BUILDING).</b>					
1	Gang-nailed trusses (measured flat on plan 174m2).	Item	1			
2	22 x 114mm SA pine wallplate.	m	41			
3	50 x 76mm SA pine purlins.	m	635			
4	38 x 50mm SA pine spacers fixed to plaster / brickwork to receive fascia.	m	23			
5	12 x 225mm Nutec FC fascia SS screwed to pine spacers (pine spacers measured above).	m	75			
	<b><u>ROOF COVERING</u></b>					
	<b>Zincalume "Colourbond" AZ200 Ultra Diamondek .53mm roof sheeting laid in accordance with manufacturer's instructions including all necessary fixings.</b>					
6	As roof sheeting	m <sup>2</sup>	368			
7	As side cladding	m <sup>2</sup>	75			
	<b>Accessories of 0.53mm thk sheets with AZ200 Colorplus finish to one side only</b>					
8	CIS Ridge capping including serrated/poly closures	m	147			
	<b><u>ROOF INSULATION</u></b>					

	<b>Sisalation RSA 410 or similar approved insulation, laid over purlins, complete including screws etc. All works to be executed in strict accordance with manufacturer's specifications</b>					
9	Under roof covering		m <sup>2</sup>	368		
	<b><u>BILL NO. 7</u></b>					
	<b><u>CARPENTRY AND JOINERY</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Fixing</b>					
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					
	<b><u>DOORS, WINDOWS, SASHES, ETC.</u></b>					
	<b>Standard Timber doors</b>					
1	Single 42mm thick semi solid internal timber door, 813 x 2032mm high, fixed to frames with and including suitable hinges (Frames, paint and Ironmongery measured elsewhere)		No	4		
2	Single 42mm thick solid external timber door, 813 x 2032mm high, fixed to frames with and including suitable hinges (Frames, paint and Ironmongery measured elsewhere)		No	3		

3	Single 42mm thick solid external timber door, 900 x 2032mm high, fixed to frames with and including suitable hinges (Frames, paint and Ironmongery measured elsewhere)		No	1		
	<b><u>SHELVES, FITTINGS, ETC.</u></b>					
	<b>"Melawood" or similar approved, kitchen counters with granite tops.</b>					
4	Allow the price cost amount of R 4 200.00 per meter for the supply and installation of kitchen counters per Arch drawings, approximately 900mm wide		m	4		
	<b>"Melawood" or similar approved, built-in cupboards.</b>					
5	Allow the price cost amount of R 4 200.00 per meter for the supply and installation of built-in cupboards per Arch drawings, approximately 900mm wide		m	7		
	<b><u>BILL NO. 8</u></b>					
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Fixing</b>					
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					



	<b>Ceilings</b>					
	Unless otherwise described ceilings shall be deemed to be horizontal					
	<b>Openings</b>					
	Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc					
	<b><u>INSULATION</u></b>					
	<b>100mmmm Isotherm thermal insulation including galvanised straining wire, cutting to fit and installed in full accordance with the manufacturer's instructions including all fixing accessories as necessary.</b>					
1	Laid on ceilings including cutting and fitting around obstructions, complete.	m <sup>2</sup>	79			
	<b><u>NAILED-UP CEILINGS</u></b>					
	<b>6,4mm Gypsum plasterboard nailed to soffits of truss</b>					
2	Ceilings including 38 x 50mm SA Pine branderling.	m <sup>2</sup>	79			
	<b>Gypsum plasterboard cornices</b>					
3	76mm Coved cornices, plugged	m	120			
	<b><u>BILL NO. 9</u></b>					
	<b><u>IRONMONGERY</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					

	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Keys</b>					
	Unless otherwise described locks shall have two keys each					
	<b><u>DOOR STOPS, ETC</u></b>					
	<b>Brushed stainless steel hooded door stop, as supplied by QS. Code: QS4422</b>					
1	To timber doors, plugged to floors	No	8			
	<b>Brushed stainless steel coat hook as supplied by QS. Code: QS4434</b>					
2	To timber doors	No	8			
	<b><u>LOCKS</u></b>					
	<b>Dorma D0345 stainless steel 5-lever lock or similar approved</b>					
3	To timber doors	No	8			
	<b><u>HANDLES</u></b>					
	<b>QS Coupe Oslo stainless steel tube handles on a 150 x 40 x 6mm mounting plate</b>					
4	To timber doors	Pairs	8			
	<b><u>KICK PLATES</u></b>					
5	300mm high stainless steel (2mm thick) kickplates on both sides, screwed at the bottom of the door.	Pairs	1			
	<b><u>BILL NO. 10</u></b>					
	<b><u>STRUCTURAL STEELWORK (MEASURED PROVISIONALLY)</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					

	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Descriptions of bolts, anchors, etc</b>					
	Descriptions of bolts shall be deemed to include nuts and washers					
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete					
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described					
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres					
	<b><u>STRUCTURAL STEEL MEMBERS</u></b>					
	<b>Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete</b>					
1	I-section columns, complete including base plates, top plates and connections.	t		3,45		
	<b>Welded beams &amp; purlins</b>					
2	Beams and lip channel purlins, complete including connections.	t		2,00		
	<b><u>BILL NO. 11</u></b>					
	<b><u>METALWORK</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					

	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Descriptions of bolts, anchors, etc</b>					
	Descriptions of bolts shall be deemed to include nuts and washers					
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete					
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described					
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres					
	<b><u>GALVANISED PRESSED STEEL DOOR FRAMES</u></b>					
	<b>1,6mm Single rebated frames suitable for half brick walls</b>					
1	Frame for door 813 x 2100mm high		No	4		
	<b>1,6mm Single rebated frames suitable for one brick walls</b>					
2	Frame for door 900 x 2100mm high		No	3		
3	Frame for door 1000 x 2100mm high		No	1		
	<b><u>ALUMINIUM STEEL WINDOWS</u></b>					
	<b>ANP 3055 Matt Black powder coated tilt aluminium window units, LL258P system complete with subframes, ironmongery, 4mm laminated HPR glass skins with polyvinyl interlayer to comply with SABS1796-1997, 1263, 0137, sealing, etc and fixing to brickwork or concrete.</b>					
4	Purpose made window, 600 x 1050mm high		No	5		

5	Purpose made window, 1600 x 600mm high	No	2		
6	Purpose made window, 1280 x 1050mm high	No	6		
7	Purpose made window, 2000 x 600mm high	No	1		
	<b><u>ALUMINIUM STEEL DOORS</u></b>				
	<b>ANP 3055 Matt Black powder coated tilt aluminium doors, LL258P system complete with subframes, ironmongery, 4mm laminated HPR glass skins with polyvinyl interlayer to comply with SABS1796-1997, 1263, 0137, sealing, etc and fixing to brickwork or concrete.</b>				
8	Purpose made double door, 1626 x 2038mm high, with two equal leafs built into 230mm brickwork.	No	1		
	<b><u>BILL NO. 12</u></b>				
	<b><u>PLASTERING</u></b>				
	<b><u>PLASTER AND OTHER IN SITU FINISHES</u></b>				
	<b>Screeds</b>				
	<b>1:4 cement screed steel trowelled on concrete including preparation of surface and filling of irregularities, to receive vinyl flooring, carpeting, timber flooring, tiling or the like:</b>				
1	30mm to floors and steps.	m <sup>2</sup>	226		
	<b>1:5 external cement plaster with a wood trowel finish on surfaces of:</b>				
2	Brickwork	m <sup>2</sup>	354		
3	Ditto on reveals	m <sup>2</sup>	5		
	<b>1:5 internal cement plaster with a steel trowel finish on surfaces of:</b>				
4	Brickwork	m <sup>2</sup>	360		
5	Ditto on reveals	m <sup>2</sup>	10		
	<b><u>SUNDRIES</u></b>				
6	Suitable dust repellent floor sealer, including fine float finish.	m <sup>2</sup>	147		

7		Plaster bands 230mm wide a 20mm thick.		m	67	
		<b><u>BILL NO. 13</u></b>				
		<b><u>TILING</u></b>				
		The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.				
		No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.				
		No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.				
		<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
		<b>Patterns</b>				
		Unless otherwise described, tiles shall be laid with continuous joints in both directions				
		<b>Fixing</b>				
		Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
		Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat				
		Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles				
		<b><u>WALL TILES</u></b>				

	10mm Ceramic tiling with a Prime Cost of R250 (including delivery but excluding VAT -supply only of tiles elsewhere measured) per square metre including approved adhesive, grouting (colour to Architects specification), necessary floor patching and preparation work to receive new finish, expansion joints, cutting and waste, all to the satisfaction of the principal agent, complete, to:					
1	To walls.		m <sup>2</sup>	32		
	<b><u>FLOOR TILES</u></b>					
	10mm Ceramic tiling with a Prime Cost of R250 (including delivery but excluding VAT -supply only of tiles elsewhere measured) per square metre including approved adhesive, grouting (colour to Architects specification), necessary floor patching and preparation work to receive new finish, expansion joints, cutting and waste, all to the satisfaction of the principal agent, complete, to:					
2	To floors.		m <sup>2</sup>	79		
	10mm Mosaic tiling with a Prime Cost of R250 (including delivery but excluding VAT -supply only of tiles elsewhere measured) per square metre including approved adhesive, grouting (colour to Architects specification), necessary floor patching and preparation work to receive new finish, expansion joints, cutting and waste, all to the satisfaction of the principal agent, complete, to:					
3	To shower floors.		m <sup>2</sup>	6		
	<b><u>TILE SKIRTINGS, TRIMMINGS, ETC</u></b>					
4	100mm high tile skirting		m	120		
5	20 x 20 x 3mm aluminium tile trim (aluminium angle set between tile and alternative floor finish).		m	120		
	<b><u>BILL NO. 14</u></b>					
	<b><u>PLUMBING AND DRAINAGE</u></b>					

	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b>Stormwater channels</b>					
	Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material on site					
	<b>Stainless steel basins, sinks, wash troughs, urinals, etc</b>					
	Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable					
	<b>Sealing of edges</b>					
	Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone					
	<b>PVC-U pipes and fittings</b>					
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings					
	<b>PVC-U pressure pipes and fittings</b>					
	Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings					



	shall be cast iron, all with similar push-in type joints					
	<b>Copper pipes</b>					
	Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Capillary solder fittings shall comply with ISO 2016					
	Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition					
	<b>Reducing fittings</b>					
	Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained					
	<b>Fixing of pipes</b>					
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level					
	<b>Paper wrapping to pipes</b>					
	Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings					
	<b>Disinfection of water pipework</b>					
	Water pipework is to be disinfected at completion					
	<b>As-built drawings</b>					
	Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)					

		<b><u>RAINWATER DISPOSAL</u></b>				
		<b>Ogee profile seamless aluminium guttering fixed to Nutec fascia boards (fascias esewhere measured).</b>				
1		Gutters.	m	75		
2		80mm Diameter downpipes.	m	24		
3		Extra-over for stop end.	No	8		
4		Extra-over for sholdered off-set.	No	8		
		<b><u>SANITARY FITTINGS</u></b>				
		<b>Sinks</b>				
5		Double end bowl insert type stainless steel sink 1 800 mm long x 500mm.	No	1		
		<b>Water Closets</b>				
6		White vitreous china wall hung pan with and including concealed fixation as Plumblin Amaru back inlet with open rim pan, Plumblin wooden toilet seat and cover complete including built-in cistern and flush valve as "GEBERIT 110.175.00.1 ALPHA KOMBIFI" and " GEBERIT 115.040.21.1 ALPHA duel flush actuator plate.	No	4		
7		Semi close coupled vitreous china paraplegic WC pan with matching 9 litre washdown vitreous china cistern.	No	1		
		<b>Wash Hand Basins</b>				
8		510 x 405 mm Vitreous china wash hand basin with pedestal.	No	5		
		<b>Urinals</b>				
9		700 x 400 mm Vitreous china wall hung urinal, complete with flushing mechanism	No	4		
10		Ceramic urinal dividers, 600mm high.	No	2		
		<b><u>WASTE UNIONS ETC</u></b>				
11		32mm Basin waste union	No	6		
12		40mm Urinal waste union	No	4		

	<b><u>TRAPS ETC</u></b>					
13	50mm PVC trap	No	6			
14	50 x 40mm Bottle trap	No	4			
15	40mm shower trap with chromium plated slotted grating.	No	5			
	<b><u>MIXERS, TAPS, TRAPS, ETC.</u></b>					
16	15 mm Tap connector	No	11			
17	Cobra 138-15 STAR Stoptap CXC UW Conex 15mm	No	11			
18	"COBRA WATERTECH" 15mm pillar tap (set) no. 111 with star chromium plated handle, colour markings (hot/left and cold/right) with recommended working pressure of 400kpa (4 bar) accessories to manufacturer's specification or similar approved.	No	8			
19	"COBRA WATERTECH" 15mm chromium plated elbow action raised nose pillar tap with blue indicator for cold water with recommended working pressure of 400kpa (4 bar) accessories to manufacturer's specification or similar approved.	No	1			
20	Cobra Karoo KO-970 1TH sink mixer 15mm CP	No	1			
21	Cobra Watertech hand shower head and rose.	No	5			
	<b><u>HOT WATER GENERATION</u></b>					
	<b><u>KWIKOT OR EQUIVALENT: Geyser with a 5-year warranty</u></b>					
22	150 Litre standard high pressure universal wall or roof void mounted water heater complete with connection points for water inlet and outlet, safety valve connection point, sacrificial anode, spiral element and adjustable thermostat, drip tray, vacuum breakers (all other accessories elsewhere).	No	1			
	<b><u>PREPAID METERS</u></b>					
23	Supply and install prepaid water meter, complete.	No	1			
	<b><u>FIRE APPLIANCES ETC</u></b>					
	<b><u>Fire Extinguishers</u></b>					
24	4,5Kg SABS approved CO2 fire extinguisher, including backing board.	No	4			

25	150 x 150 mm International signs with "Fire extinguisher" symbol on.	No	4		
	<b><u>SUNDRIES</u></b>				
26	19 mm Chromium plated towel rail 600 mm long including end brackets plugged to walls.	No	5		
27	19 mm Chromium plated shower rail 900 mm long with and including end brackets.	No	5		
28	32 mm Diameter stainless steel shaped grab rails 500 mm long including 75mm diameter fixing flanges each three times drilled for screws and plugged to walls.	No	1		
29	32 mm Diameter stainless steel shaped grab rails 1200mm girth including 75mm diameter fixing flanges each three times drilled for screws and plugged to walls.	No	1		
30	QS680 - or similar approved overhead door closer.	No	3		
31	Tissue roll holder per Arch specification.	No	5		
	<b><u>SANITARY PLUMBING</u></b>				
32	50mm Pipes.	m	40		
33	110mm Pipes.	m	50		
	<b>Extra over uPVC pipes for fittings</b>				
34	50mm Bend.	No	10		
35	110mm pan connector.	No	4		
36	110mm flexible pan connector.	No	1		
37	50mm access bend.	No	3		
38	50 x 110 mm PVC reducer.	No	4		
39	50 x 50 mm PVC adaptor.	No	10		
40	110mm Ditto.	No	5		
41	110mm Access bend with 50mm anti-syphon horn.	No	5		
42	Rodding eyes.	No	2		

43	Stacks.	No	4		
44	Testing waste pipe system.	Item	1		
	<b><u>WATER SUPPLIES</u></b>				
	<b>PE80 PN 12.5 HDPE pressure pipes</b>				
45	32mm Pipe laid in and including trenches.	m	30		
	<b>Extra over HDPE pressure pipes for compression fittings</b>				
46	32 mm End cap.	No	2		
47	32 x 25 mm Reducer.	No	2		
48	32mm Scour valve.	No	1		
	<b>Cobra MLP or similar approved synthetic pipes</b>				
49	15mm Pipes.	m	20		
50	28mm Pipes.	m	15		
51	15mm Pipes chased.	m	20		
52	28mm Pipes chased.	m	15		
	<b>Extra over Cobra MLP pipes for brass compression fittings</b>				
53	15mm Fittings.	No	20		
54	28mm Fittings.	No	10		
	<b>Sundries</b>				
55	Unreinforced concrete in thrust blocks.	m <sup>3</sup>	1		
56	Testing water pipe system.	Item	1		
	<b><u>BUILDER'S WORK IN CONNECTION WITH PLUMBING WORK</u></b>				
57	Repair damages caused by plumbing work, complete	Item	1		
	<b><u>BILL NO. 15</u></b>				

		<b><u>ELECTRICAL WORK</u></b>					
		The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
		No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
		No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
		<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
		<b>Specifications, drawings, etc</b>					
		Tenderers are referred to tender specification and drawings.					
		<b>Distribution boards etc</b>					
		Rates for distribution boards etc are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings					
		<b>Switches, socket outlets, etc</b>					
		Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up and cover plates					
		<b>Light fittings</b>					
		Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described					
		<b>Flush in walls, floors and concrete slabs, against wooden and steel structures and walls in ceiling void, indoor and outdoor, chasing of floors and walls where necessary, etc. Quantities are for all work packages of Lighting, Small Power, HVAC and Data/Telkom and all ICT Wireways. Rates shall cover costs for all conduit accessories such as galvanised steel saddles, couplings e.t.c required to provide a substantive and complete conduit installation.</b>					

		<b><u>CONDUITS WORK</u></b>				
		<b><u>CONDUIT</u></b>				
		<b>20 mm dia PVC</b>				
1		Material	m	150		
2		Installation	m	150		
		<b><u>PVC AND STEEL BOXES AND COVER PLATES</u></b>				
		<b>Round PVC 60mm Diameter Conduit Boxes complete with couplings and all accessories</b>				
3		Material	No	40		
4		Installation	No	40		
		<b>Galvanized Steel</b>				
		<b>100 x 50 x 50 mm</b>				
5		Material	No	25		
6		Installation	No	25		
		<b>250 x 250 x 50 mm</b>				
7		230mm x 230mm x 50mm Galvanised draw box with knockouts. Draw boxes to be supplied complete with covers and all accessories required to deliver a complete installation. Material	No	10		
8		Installation	No	10		
		<b>Stranded Bare Copper Earth Wire</b>				
		<b>2.5sq mm</b>				
9		Material	m	50		
10		Installation	m	50		
		<b>Stranded Green/Yellow Insulated Copper Earth Wire</b>				
		<b>2.5sq mm</b>				

11		Material		m	100	
12		Installation		m	100	
		<b><u>SWITCHES, SOCKET OUTLETS AND ISOLATORS FOR FLUSH INSTALLATION INCLUDING STEEL COVER PLATES Rate to include the supply of all accessories such as screws,nuts and any other items required for a complete functional installation. SWITCHES</u></b>				
		<b>16A 1 Lever 1 way</b>				
13		Material		No	12	
14		Installation		No	12	
		<b>Passive Infrared Occupancy Sensor Switch as per technical and quality specification</b>				
15		Material		No	4	
16		Installation		No	4	
		<b>220V/240V Daylight Switch</b>				
17		Material		No	4	
18		Installation		No	4	
		<b>16A 3 pin Normal Double Socket Outlet 100 x 100</b>				
19		Material		No	20	
20		Installation		No	20	
		<b>Isolators 30A 2 pole, 100 x 100</b>				
21		Material		No	5	
22		Installation		No	5	
		<b>Isolators 60A 2 pole, 100 x 100</b>				
23		Material		No	5	
24		Installation		No	5	



	<b><u>BONDING OF DISTRIBUTION BOARDS TO WATER AND ROOF</u></b>					
25	Material	No	1			
26	Installation	No	1			
	<b><u>TESTS OF THE COMPLETE ELECTRICAL INSTALLATION AND ISSUING OF COC'S</u></b>					
27	Testing complete.	Item	1			
	<b><u>LIGHTING</u></b>					
	<b><u>LIGHT FITTINGS</u></b>					
	<b>Type 4 - 5FT LED FLOURESCENT LIGHTS 30W 230V 50Hz 840 OPEN CHANNEL complete with electronic ballast. Luminaire similar of equivalent to the Regent Lighting Luxon Prism.</b>					
28	Material	No	16			
29	Installation	No	16			
	<b>Type B - bulkhead.</b>					
30	Material	No	4			
31	Installation	No	4			
	<b>Type F. 103W ominstar flood</b>					
32	Material	No	4			
33	Installation	No	4			
	<b><u>DISTRIBUTION BOARDS</u></b>					
	<b>Main Distribution Boards Main Distribution Boards Surface Mounted on the Wall and manufactured in compliance with the quality and technical specification. DB's shall be installed on position indicated on drawing.</b>					
34	DB-MAIN Material	No	1			
35	Installation	No	1			
	<b>Labels as per quality and technical specification item 31</b>					

36	Material		Item	1		
37	Installation		Item	1		
	<b><u>PREPAID METERS</u></b>					
38	Supply and install prepaid electricity meter, complete.		No	1		
	<b><u>BILL NO. 16</u></b>					
	<b><u>GLAZING</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>MIRRORS</u></b>					
1	450 x 600mm High quality mirror complete with beveled edges installed on wall tiles. Plug and screw to wall with 4 x chromed mirror screw with dome caps.		No	5		
	<b><u>BILL NO. 17</u></b>					
	<b><u>PAINTWORK</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					

	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>					
	<b><u>PREPARATORY WORK TO EXISTING WORK</u></b>					
	<b>Previously painted plastered surfaces</b>					
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth					
	<b>Previously painted metal surfaces</b>					
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal					
	<b>Previously painted wood surfaces</b>					
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth					
	<b><u>PAINT SPECIFICATIONS</u></b>					
	All painting shall be done in accordance with "Plascon" specifications unless otherwise described					
	<b>One coat masonry primer and two coats exterior quality paint</b>					
1	To brick walls		m <sup>2</sup>	354		
2	Ditto on reveals		m <sup>2</sup>	5		
	<b>One coat masonry primer and two coats interior quality paint</b>					
3	To brick walls		m <sup>2</sup>	360		
4	Ditto on reveals		m <sup>2</sup>	10		
	<b><u>ON METAL</u></b>					
	<b>Spot priming defects in pre primed surfaces with zinc chromate primer and</b>					

	applying one undercoat coat and two coats "Plascon PVA" paint.					
5	To door frames	m <sup>2</sup>	10			
	<b><u>ON WOOD</u></b>					
	One coat Plascon timber primer and one coat Plascon Universal undercoat and two coats of approved Satin finish paint (Valvagio or similar and approved), including all patching and preparation work, all in accordance with the manufacturer's instructions and recommendations, complete.					
6	To timber doors	m <sup>2</sup>	39			
	<b>Two coats Plascon, or simmlar approved, PVA paint, colour to be confirmed</b>					
7	To flush plastered ceilings	m <sup>2</sup>	79			
	<b><u>ON FIBRE CEMENT</u></b>					
	One coat Plascon Universal undercoat and two coats of approved Satin finish paint (Valvagio or similar and approved), including all patching and preparation work, all in accordance with the manufacturer's instructions and recommendations, complete.					
8	On fibre cement fascia boards not exceeding 300mm girth.	m	75			
	<b><u>BILL NO. 18</u></b>					
	<b><u>EXTERNAL WORK</u></b>					
	The Contractor must read each description throughout this bill of quantities in conjunction with and in the context of the obligations, requirements and specifications stated in the descriptions, the Model Preambles for Trades (2017 edition) and any Supplementary Preambles to the Model Preambles forming part of these Bills of Quantities.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and any Supplementary Preambles to the Model Preambles will be granted.					
	No claim arising from brevity of description of items fully described in the said Model Preambles for Trades and Supplementary Preambles to the Model Preambles will be granted.					

	<b><u>PAVING SURFACING</u></b>					
1	Supply and lay 80mm interlocking paving blocks, including 20mm sand screed.	m <sup>2</sup>	400			
	<b><u>KERBING AND CHANNELLING</u></b>					
	<b><u>CONCRETE KERBING</u></b>					
	<b>a) Precast semi -mountable kerb SANS927 Figure 7</b>					
2	On radius <20m	m	20			
3	On straight	m	80			
	<b><u>WATER RETICULATION</u></b>					
	<b><u>EARTHWORKS (PIPE TRENCHES)</u></b>					
	<b>Excavate in all material for trenches not exceeding 1m deep, backfill , compact, and dispose of surplus / unsuitable material for:</b>					
4	110mm dia. pipe	m	30			
	<b>Supply only of bedding by importation from commercial source</b>					
5	Selected granular material	m <sup>3</sup>	3			
	<b><u>PORTABLE WATER RETICULATION</u></b>					
	<b>Supply, install and Test Pipeline</b>					
6	32mm diameter HDPE pipe: Rate includes the cost of providing the pipes and the cost of laying, bedding, jointing, and testing the pipeline	m	30			
7	32mm Isolation Valve PN 16 inclusive of chamber and cover.	No	1			
	<b><u>FIRE WATER RETICULATION</u></b>					
	<b>Fire Hydrants</b>					
8	63mm diameter HDPE pipe: Rate includes the cost of providing the pipes and the cost of laying, bedding, jointing, and testing the pipeline	m	30			
9	Remove and reposition existing Fire Hydrants.	No	2			

	<b><u>SEWER RETICULATION</u></b>					
	<b><u>EARTHWORKS (PIPE TRENCHES)</u></b>					
	<b>Excavate in all material for trenches not exceeding 2.5m deep, backfill, compact, and dispose of surplus/ unsuitable materials for:</b>					
10	110mm dia. Pipe		m <sup>3</sup>	100		
	<b><u>BEDDING (PIPES)</u></b>					
	<b>Supply only of bedding by importation from commercial source :</b>					
11	Selected granular material		m <sup>3</sup>	10		
	<b>Supply . Lay, Joint, Bed (Class B), and test Pipeline.</b>					
12	uPVC 110mm		m	130		
	<b><u>MANHOLES</u></b>					
13	1050mm, not exceeding 2.5m deep.		No	2		
14	Manhole over.		No	2		
	<b><u>FENCING AND GATES</u></b>					
15	Refurbish existing steel palisade fence.		m	160		
16	Refurbish existing vehicle gate and supply new gate motor.		No	1		
	<b>One coat self etching primer and two coats premium quality polyurethane enamel paint, on galvanised steel</b>					
17	On palisade fence		m <sup>2</sup>	288		
	<b><u>DEMOLITIONS</u></b>					
18	Demolish three existing sheds on site.		Item	1		
	<b><u>BILL NO. 19</u></b>					
	<b><u>PROVISIONAL SUMS AND BUDGETARY ALLOWANCES</u></b>					
1	Allow a provisional amount of Fifty Thousand rand for Extractors and Fans, complete.		SUM	1		

2		Allow a provisional amount of Fifteen Thousand rand for road markings and road signage, complete.		SUM	1	
3		Allow a provisional amount of Fifty Thousand rand for supply and installation Access Control, Security Cameras and LAN, complete.		SUM	1	
1		Preliminaries		Page	7	0,00
2		Earthworks		Page	12	0,00
3		Concrete, Formwork & Reinforcement		Page	15	0,00
4		Masonry		Page	17	0,00
5		Waterproofing		Page	19	0,00
6		Roof Covering, Cladding, etc		Page	21	0,00
7		Carpentry and Joinery		Page	23	0,00
8		Ceilings, Partitions and Access Flooring		Page	26	0,00
9		Ironmongery		Page	28	0,00
10		Structural Steelwork		Page	30	0,00
11		Metalwork		Page	33	0,00
12		Plastering		Page	35	0,00
13		Tiling		Page	38	0,00
14		Plumbing and Drainage		Page	49	0,00
15		Electrical Works		Page	55	0,00
16		Glazing		Page	56	0,00
17		Paintwork		Page	60	0,00
18		External Works		Page	63	0,00
19		Provisional Sums		Page	64	0,00
		Sub Total 1		ST	0	

		CONTINGENCIES AT 5%		TAX	10		
		Sub Total 2		ST	0		
		VALUE ADDED TAX AT 15%		TAX	15		
		GRAND TOTAL RATE#		ST	0		



Annexure F – Schedule of Experience & Contactable References (List of Completed Projects)

(Reference listed here MUST be for the Refurbishment and renovations of buildings. These must be projects completed by bidder in the past as a main contractor –

NO REFERENCES FROM OTHER CONTRACTORS

NB: Bidder must write as clear as possible (information must be READABLE) or typed in this table below:

List Of Completed Projects					
Client Details	Name Of Project	Scope Of Work	Contract Value Incl. Vat	Start Date	Completion Date
Client: Contact Person: Email: Tel No:					
Client: Contact Person: Email: Tel No:					
Client: Contact Person: Email: Tel No:					
Client: Contact Person: Email: Tel No:					
Client: Contact Person: Email: Tel No:					
Client: Contact Person: Email: Tel No:					

<b>Client:</b>					
<b>Contact Person:</b>					
<b>Email:</b>					
<b>Tel No:</b>					
<b>Client:</b>					
<b>Contact Person:</b>					
<b>Email:</b>					
<b>Tel No:</b>					
<b>Client:</b>					
<b>Contact Person:</b>					
<b>Email:</b>					
<b>Tel No:</b>					
<b>Client:</b>					
<b>Contact Person:</b>					
<b>Email:</b>					
<b>Tel No:</b>					
<b>Client:</b>					
<b>Contact Person:</b>					
<b>Email:</b>					
<b>Tel No:</b>					
<b>Signed:</b>			<b>Date:</b>		
<b>Name:</b>			<b>Position:</b>		
<b>Bidder:</b>					

### **Annexure G - Schedule of Key Personnel**

**Tenderer shall provide details of key personnel (To support submitted CVs of key personnel)**

<b>Category of Employee</b>	<b>Name of key Personnel, Part of the Contractor's Organization</b>	<b>Qualification</b>	<b>Years of Experience</b>
An experienced construction supervisor			
An experienced qualified and registered safety officer			
An experienced qualified registered plumber			
An experienced registered Fire equipment technician			
An experienced registered refrigeration gas technician			

### **Annexure H**

## Proposal Form and List of Returnable Documents

**For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**CSIR RFP No.: 2024/3665/13/12/2024**

I/We \_\_\_\_\_

[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

carrying on business trading/operating as \_\_\_\_\_

represented by \_\_\_\_\_ in my capacity as

\_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should CSIR decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S) CAPACITY SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CSIR's:

General RFP Terms and Conditions; and [CSIR's Purchasing Terms and Conditions](#) or

Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless CSIR should otherwise decide and so inform me/us in writing of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with CSIR's acceptance thereof shall constitute a binding contract between CSIR and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, CSIR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period as determined by the CSIR.

Furthermore, I/we agree to a penalty clause/s which will allow CSIR to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Subcontracting.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CSIR with cause for cancellation.

## **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract

which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity:

---

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

---

---

#### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents may be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE or for any other reason.

#### **VALIDITY PERIOD**

CSIR requires a validity period of 90 [Ninety calendar Days from closing date] against this RFP.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

#### **NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

1. Registration number of company / C.C. \_\_\_\_\_

2. Registered name of company / C.C. \_\_\_\_\_

3. Full name(s) of director/member(s) Address/Addresses ID Number(s)

---

---

---

## RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

### a) **Mandatory Returnable Documents**

**Failure to provide any Mandatory Returnable Documents at the closing date and time of this bid will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [**Yes** or **No**] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Bidder must submit a valid letter of good standing from department of labour, relevant to the scope of work (COIDA) or any other private insurer	
Bidder must submit a valid wiresman licence as issued by the department of labour	
Bidder must submit proof of registration with department of labour as an electrical contractor.	
Bidder must submit a plumbing trade test for the plumber to be assigned to the project.	
Bidder must submit valid proof of registration with the plumbing Industry Registration Board or Equivalent for the plumber to be assigned to the project.	
Bidder must submit a SHE plan for the project	
Bidder must submit a SAQCC registration for fire equipment technician to be assigned to the project	
Bidder must submit a SAQCC registration for refrigeration gas technician to be assigned to the project	
Bidder must submit proof of CIDB registration with 3 GB grading or Higher. <div>Bidder CRS Number:</div>	
In the case of Joint Ventures, bidder must submit a copy of the <b><u>signed</u></b> Joint Venture Agreement.	
In the case of subcontracting arrangements, bidder must submit a copy of the <b><u>signed</u></b> subcontracting agreement.	
Bidder must provide a valid CRS number for 3GB or higher.	



## b) Essential Returnable Documents

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **essential Returnable Documents** as detailed below.

### Essential Returnable Documents required for evaluation purposes:

**Failure to provide any essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED
<b>Annexure C:</b> Pricing Schedule or Bill of Quantities	
<b>Annexure H:</b> Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022 (Mandatory documents to claim preference points) <ul style="list-style-type: none"><li>Valid copy of BBBEE certificate/ sworn affidavit<ul style="list-style-type: none"><li>✓ In case of unincorporated trust, consortium or joint venture, they must submit their consolidated B-BBEE scorecard with their <b><u>individual B-BBEE Certificate or Sworn Affidavit</u></b>.</li><li>✓ In case of sub-contracting both parties must submit copies of their valid BBBEE certificates.</li></ul></li></ul> <p>NB: Non-submission or invalid submission will result in zero points. Should the individual entity's B-BBEE Certificate or Sworn Affidavit of the unincorporated trust, consortium or joint venture parties <b><u>be invalid</u></b>, the joint venture scorecard will also be invalid.</p>	
Bidder must submit a detailed company Profile (not more than 10 pages)	
Bidder must submit a list of similar projects executed between 2011 and 2024 e.g. company name, contact person, email address, telephone number, nature of work, value of contract, contract duration (as per the table on annexure F). List of projects must be supporting by reference letters issued by the client, with project details, value of projects, duration of project ( start to end date), contact details of the client and signed by the client.	
Bidder must submit CV of a construction supervisor / site manager (with relevant experience in the built environment ).	

Bidder must submit CV of experienced qualified and registered safety officer (with relevant experience, relevant qualifications in the health and safety environment i.e. SACPMC or equivalent and relevant professional registration).	
Bidder must submit CV of an experienced qualified registered plumber (with relevant experience, relevant qualifications in the plumbing environment and relevant professional registration).	
Bidder must submit CV of an experienced registered Fire equipment technician (with relevant experience, and relevant professional registration).	
Bidder must submit CV of an experienced registered refrigeration gas technician (with relevant experience, and relevant professional registration).	
Bidder must submit Construction programme (CP) of not more than 12 weeks clearly showing activities and dependencies.	

#### Other Essential Returnable Documents:

**Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below

<b>OTHER ESSENTIAL RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
<b>Annexure A:</b> Standard Bidding Document (SBD) 1 Form	
<b>Annexure E:</b> Proposal Form and List of Returnable documents ( <i><u>This document</u></i> )	
<b>Annexure G:</b> Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
<b>Annexure J:</b> Standard Bidding Document (SBD) 4 Form	
<b>Annexure K:</b> RFP Declaration and Breach of Law Form	
<b>Annexure L:</b> Mutual Non-Disclosure Agreement	
Bidder must submit proof of Public Liability Cover of a minimum of R 5 million or letter of intent	

#### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the

contract [**the Agreement**] and fail to present CSIR with such renewals as and when they become due, CSIR shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CSIR may have for damages against the Respondent.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## **Annexure I**

### **Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents**

**For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**CSIR RFP No.: 2024/3665/13/12/2024**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, CSIR will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:**

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by CSIR's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNATURE OF WITNESSES AND NAME OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## Annexure J

### Preference Points Award Form in Terms of the Preferential Procurement Regulations 2022

For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.

CSIR RFP No.: 2024/3665/13/12/2024

This preference form must form part of all bids invited. It contains general information and serves as a claim form for the preference points allocated on the basis of specific goals outlined in point 3 below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

---

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included), The lowest acceptable tender will be used to determine the applicable preference point system.

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference Points based on specific goals.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
Preference Points	20

- 1.4 Failure on the part of a bidder to submit proof of preference points together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.5 The CSIR reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CSIR.

## 2. POINTS AWARDED FOR PRICE

### 2.1 The 80/20 preference points systems

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

#### 80/20

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

Where

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

$P_t$  = Price of bid under consideration

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

## 3. PREFERENCE POINTS AWARDED

- 3.1 In terms of Regulation 4 (2) and 4 (2) of the Preferential Procurement Regulations, preference points may be awarded to a bidder for the specific goal specified for the tender in accordance with the table below:
- 3.2 Specific goals must be determined per tender.

Specific Goals	Preference Points	Preference Points
Black Ownership	20	10
<b>Total</b>	<b>20</b>	<b>10</b>

- 3.3 Total preference points per specific goal to be determined per tender.

3.3.1. Total preference points per specific goal to be awarded as follows:

3.3.1.1. Preferential points for black ownership will be awarded as follows:

Black Ownership	% of Preferential points
Bidder with 100% black ownership	100%
Bidder with 51% to 99% black ownership	50%
Bidder with less than 51% black ownership	0%

### 3.4. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture<sup>1</sup>, will qualify for preference points as a legal entity (Incorporated), provided that the entity submits its valid B-BBEE certificate. Only valid BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Only valid consolidated BBEE certificates issued by SANAS accredited verification agency will be considered for allocation of points.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The CSIR will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Furthermore, in bids where unincorporated joint venture and/or consortium/sub-contractors are involved, each party must submit a separate TCS PIN and CSD number.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

### 3.5. Sub-contracting

---

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



A bidder must not be awarded preference points if it is indicated in the tender documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

#### 4. BID DECLARATION

Bidders who claim points in respect of specific goals **must** submit the following documents:

Mandatory documents to claim preference points	Submitted	
	Yes	No
Valid copy of BBBEE certificate/ sworn affidavit to claim Black Ownership preference points	√	√

#### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the documents submitted to claim preference points based on the specific goals are valid, and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3, the contractor may be required to furnish further documentary proof to the satisfaction of the CSIR

that the awarded are correct;

- iv) If any document is obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the CSIR 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.
- v) If the CSIR is of the view that a bidder submitted false information regarding a specific goal, it must—
  - (a) inform the bidder accordingly; and
  - (b) give the bidder an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the bidder, the contract should not be terminated in whole or in part.
- vi) After considering the representations referred to in subregulation (v)(b), the CSIR may, if it concludes that such information is false—
  - (a) disqualify the bidder or terminate the contract in whole or in part; and
  - (b) if applicable, claim damages from the bidder.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

## Annexure K

### Standard Bidding Document (SBD) 4 CSIR RFP No.: 2024/3665/13/12/2024 BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? YES ☐ / NO ☐

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

Full Name	Identity Number	Name of State institution

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

--	--	--

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES ☐ /NO ☐

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## Annexure L

### DECLARATION BY BIDDER AND BREACH OF LAW FORM

**For the Provision of construction services to implement the Phase 1 Waste Yard Upgrade project at the CSIR Scientia Campus in Pretoria.**

**CSIR RFP No.: 2024/3665/13/12/2024**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. CSIR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. we have been provided with sufficient access to the existing CSIR facilities/sites and any and all relevant information relevant to the Services as well as CSIR information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of CSIR's operations and business requirements and assets used by CSIR. CSIR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFP from CSIR sources, other than information formally received from the designated CSIR contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by CSIR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the CSIR Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the CSIR.

8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER: ADDRESS:

---

---

Indicate nature of relationship with CSIR:

---

---

**[Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from doing future business with CSIR]**

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and CSIR [other than any existing and appropriate business relationship with CSIR] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify CSIR immediately in writing of such circumstances.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that CSIR reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

## **BREACH OF LAW**

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) have/have not been [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

---

---

---

---

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that CSIR reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date	Registration No of Company/CC
Place	Registration Name of Company/CC



# Annexure M

## Mutual Non-Disclosure Agreement

CSIR RFP No.: 2024/3665/13/12/2024

### MUTUAL NON-DISCLOSURE AGREEMENT

#### 1. Preamble

The Parties as identified herein are engaged in discussions relating to their potential collaboration in the Field as likewise described therein; are by virtue thereof are required to disclose Confidential Information to one another, and have agreed to do so subject to the terms and conditions as set out in this agreement.

#### 2. Definitions

- 2.1. The following words and/or phrases, when used in this agreement, shall have the following meanings:
- 2.1.1. "Confidential Information" shall mean all scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information, whether inside or outside the Field, which one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") in connection with the discussions, and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the foregoing, "Confidential Information" shall include any information that falls within the definition of 'Personal Information')
- 2.1.2. "Disclosing Party" shall mean the Party disclosing Confidential Information under this agreement;
- 2.1.3. "Disclosing Purpose" shall mean, as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies);
- 2.1.4. "Effective Date" shall mean the date of the commencement of this agreement which would be a bid award date";
- 2.1.5. "Notice" shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or telefaxed to the addresses as indicated herein";
- 2.1.6. "Personal Information" means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPI");
- 2.1.7. "Receiving Party" shall mean the Party receiving Confidential Information under this agreement; "Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose

of and means for processing personal information, as defined in POPI.

#### 3. Obligation of Confidentiality

- 3.1. The Receiving Party undertakes and agrees:
- 3.1.1. to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;
- 3.1.2. to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party;
- 3.1.3. to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own information of like kind;
- 3.1.4. to limit any disclosure of such Confidential Information only to those of its employees and professional advisors who have a specific need -to- know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this agreement;
- 3.1.5. not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the Disclosing Purpose;
- 3.1.6. on termination of this agreement, to act with the Disclosing Party's Confidential Information in accordance with a Notice delivered to it by the Disclosing Party, and if no such Notice is delivered to the Recipient, to destroy the Disclosing Party's Confidential Information in a similar manner to which it would destroy its own Confidential Information.

#### 4. Protection of Personal Information

- 4.1. The Party(ies) undertake(s) to:-
- 4.1.1. comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
- 4.1.2. treat all Personal Information strictly as defined within the parameters of POPI;
- 4.1.3. process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and reasonable written instructions received from the applicable Responsible Party and as permitted by law;
- 4.1.4. process Personal Information in compliance with the requirements of all applicable laws;
- 4.1.5. secure the integrity and confidentiality of any Personal Information in its possession or under

its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;

- 4.1.6. not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
- 4.1.7. not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.

4.2. The Party(ies) undertake(s) to ensure that all reasonable measures are taken to:

- 4.2.1. identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
- 4.2.2. establish and maintain appropriate security safeguards against the identified risks;
- 4.2.3. regularly verify that the security safeguards are effectively implemented;
- 4.2.4. ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 4.2.5. provide immediate notification to the Responsible Party if a breach in information security or any other applicable security safeguard occurs; provide immediate notification to the Responsible Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
- 4.2.6. remedy any breach of a security safeguard in the shortest reasonable time and provide the Responsible Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
- 4.2.7. provide immediate notification to the Responsible Party where either party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
- 4.2.8. provide the Responsible Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and
- 4.2.9. notify the CSIR, if lawful, of receipt of any request for access to Personal Information, in its possession and relating to the CSIR.

4.3. The CSIR reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the

contracting Party to ensure compliance with the provisions of clause 4.

- 4.4. The provisions of clause 4 shall survive the termination of this Agreement, regardless of cause, in perpetuity.

## **5. Exclusions**

- 5.1. The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:
  - 5.1.1. is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;
  - 5.1.2. it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;
  - 5.1.3. is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
  - 5.1.4. is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
  - 5.1.5. is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
  - 5.1.6. it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

## **6. Ownership and Provision of Information**

- 6.1. The Disclosing Party shall retain ownership of all its Confidential Information as disclosed hereunder.
- 6.2. Nothing contained in this agreement or in any disclosures made hereunder shall create or imply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.
- 6.3. The Disclosing Party provides the Confidential Information "as is" and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any

warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's Confidential Information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed hereunder).

## **7. Term of Obligation**

7.1. The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for five (5) years from the date of each disclosure, unless otherwise agreed between the parties in writing, where after such obligations shall forthwith terminate.

## **8. No Violation**

8.1. Each party represents that its compliance with the provisions of this agreement will not violate any duty which such party may have towards any third party, including obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

## **9. Breach**

9.1. It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach.

## **10. DOMICILIUM CITANDI ET EXECUTANDI**

10.1. The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this agreement, the physical addresses and contact details stated herein.

## **11. Notices**

11.1 Any Notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post or facsimile and addressed to the relevant party at its *domicilium citandi et executandi* address as chosen herein. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted by recorded delivery post or air mail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

## **12. Governing Law and Jurisdiction**

12.1. This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

## **13. General**

- 13.1. This agreement comprises the entire agreement between the parties concerning the subject matter and supersedes all prior oral and written agreements between them.
- 13.2. No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed by the party to be bound.
- 13.3. The parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties.
- 13.4. No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either party concerning this agreement without the prior written approval of the other party.
- 13.5. Neither party is, by virtue of this agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party. For purposes of this clause, it is also recognised that, under the provisions of section 15 (1) of the Merchandise Marks Act, Act No 17 of 1941 of the Republic of South Africa, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR, is prohibited in connection with any trade, business, profession or occupation or in connection with a trade mark, mark or trade description applied to goods, other than with the consent of the CSIR.
- 13.6. Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that nothing in this Agreement shall be construed as constituting an exclusive arrangement between the parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)

## ANNEXURE L: MUTUAL NDA

### 14. Parties to the NDA

**THE CSIR**, a statutory council, duly established under Act 46 of 1988,

**and**

**The Bidder (Name)**.....

Company registration number:....., with limited

liability duly incorporated under the applicable laws of the Republic of South Africa herein

represented by ..... in his/her capacity as

..... and he/she being

duly authorised thereto.

### 15. Contact Details for Purposes of Clause 10:

#### 15.1. The CSIR

Physical Address:

Meiring Naude Road

Brummeria

Pretoria

0002

Postal Address:

PO BOX 395

Pretoria

0001

Email: [Tender@csir.co.za](mailto:Tender@csir.co.za)

**The Bidder (Name)**.....

Physical Address: .....

Postal Address: .....

Email: .....

**16. Signature (Bidder):** .....

SIGNED ON THIS THE.....DAY OF.....AT.....

IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. ....

2. ....