

Request for Tender (RFT)

For

**The Construction of Two Assembly Areas at the
Koeberg Hall**

RFT Number: 073/12/07/2010

Issue Date: 19 July 2010

Response Deadline: 30 July 2010

1 Introduction

The Council for Scientific and Industrial Research (CSIR) intends to appoint a suitably qualified contractor for the construction of Two Assembly Areas at the Koeberg Hall in Stellenbosch.

2 Background and Description

The construction consists of alterations and additions to existing buildings including the installation of the following:

- Laboratory space and related areas.
- General manufacturing laboratories
- Offices
- Removal of Asbestos
- Ablution
- Drainage
- Installation of Mechanical Services
- Parking Areas
- Upgrading of Electrical Services

3 Invitation to Tender

Bidders should have a CIDB contractor grading designation of 6 GB PE, or higher.

4 Proprietary Information

The CSIR (CSIR) considers this Request for Tender (RFT) and all related information, either written or verbal, which is provided to the Respondent, to be proprietary to CSIR. It shall be kept confidential by the Respondent and its officers, employees, agents and representatives. The Respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of CSIR. This applies regardless of whether the recipient of this RFT responds with a Tender or not.

5 Enquiries & Responses

All communication and attempts to solicit information of any kind relative to this RFT should be channeled to Nosimilo Nhlabathi in writing to supplier@csir.co.za with 'The Construction of Two Assembly Areas at the Koeberg Hall RFT – 073/12/07/2010' as the subject".

6 Medium of Communication

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

7 Verification of Documents

Respondents should check the numbers of the pages to satisfy themselves that none are 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.

8 Submission of RFTs

- 8.1 Tenders should be submitted at **CSIR GATE 03 - main reception** (in the tender box) at the address mentioned below. It is the responsibility of the Respondent to ensure that the Tender is deposited in the tender box before **12h00 on 30 July 2010**.

**Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road
Brummeria
Pretoria**

- 8.2 Four (4) copies of each tender must be submitted, including the original. In the event of a contradiction between the submitted copies, the original shall take precedence. Telegraphic, telefax and e-mail tenders will not be accepted.
- 8.3 Tenders should be in **two parts**, which should be in different sealed envelopes. The one envelope should include the tender without the price and B-BBEE credentials and must be clearly marked **TECHNICAL**, with the name of the service provider. The second envelope should only include the price and the B-BBEE information and must be marked **BID PRICE**, with the name of the service provider.
- 8.4 If a courier service is being used for delivery of the tender document, the RFT description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

9 General RFT terms and conditions

- 9.1 Where a tender is not received by the CSIR by the due date, it will be regarded as a late tender. Late Tenders will not be considered.
- 9.2 Each tender shall be valid for a minimum period of ninety (90) days calculated from the closing date.
- 9.3 The Respondent 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.

- 9.4** The Respondent is responsible for all costs incurred in the preparation and submission of the tender.
- 9.5** A copy/ies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 9.6** Kindly note that the CSIR is entitled to :
- 9.6.1** amend any RFT conditions, validity period, specifications, or extend the closing date and/or time of RFTs before the closing date. All Respondents to whom the RFT documents have been issued, will be advised in writing of such amendments in good time;
 - 9.6.2** verify any information contained in a Tender;
 - 9.6.3** not to appoint any bidder;
 - 9.6.4** vary, alter, and/ or amend the terms of this RFT, at any time prior to the finalisation of its adjudication hereof;
- 9.7** 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.
- 9.8** The CSIR reserves the right not to accept the lowest tender or any tender in part or in whole. It normally awards the contract to the Respondent who proves to be fully capable of handling the contract and whose Tender is technically acceptable and/or financially advantageous to the CSIR. Appointment as a successful contractor 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 within 30 days from the appointment date, the CSIR shall be entitled to appoint the contractor who was rated second, and so on.
- 9.9** The CSIR also reserves the right to award this RFT to:-
- 9.9.1** an organisation that has strong B-BBEE credentials in terms of current B-BBEE legislation
 - 9.9.2** an organisation that is a joint venture with a black empowered company.
 - 9.9.3** B-BBEE status will be considered as part of the evaluation criteria when evaluating the Tenders.
- 9.10** The CSIR also reserves the right to award this RFT as a whole or in part without furnishing reasons.
- 9.11** The CSIR also reserves the right to cancel or withdraw from this RFT as a whole or in part without furnishing reasons and without attracting any liability.
- 9.12** The Respondent hereby offers to render all of the services described in the attached documents (if any) to the CSIR on the terms and conditions and in accordance with the specifications stipulated in this RFT document (and which shall be taken as part of, and incorporated into, this tender at the prices inserted therein).
- 9.13** This tender and its acceptance shall be subject to the terms and conditions contained in this RFT document.

9.14 Tenders submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.

9.15 The Respondent shall prepare for a possible presentation should the CSIR require such and the Respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.

10 Project Programme

The Project Programme, as currently envisaged, incorporates the following key dates:

1.1.1 Issue of Tender documents	19 July 2010
1.1.2 Briefing Session	21 July 2010
1.1.3 Closing/submission Date	30 July 2010

Tenders shall be submitted to the address mentioned in point **8.1** no later than 12h00 on 30 July 2010. CSIR reserves the right to disregard tenders received after the specified due date.

11 Contract Works Insurance

Your firm will be required to take out insurances and the construction guarantee, as per JBCC Principle Building Agreement.

12 Compulsory Briefing Session / Site Inspection

The compulsory briefing session / site inspection will take place as follows:

Date:	21 July 2010
Venue:	11 Jan Celliers Street, Stellenbosch
Place:	CSIR Stellenbosch
Time:	11h00 – 14h00

Tenders received from bidders that did not attend the compulsory briefing session will not be considered for evaluation.

13 Mandatory Documents

The following documents must be included in the tender:

- 13.1** Company profile and CK2 registration documents.
- 13.2** Completed Supplier Registration Form and relevant valid documents listed on the forms
- 13.3** Valid Tax Clearance Certificate, in case of a consortium / joint venture, or where sub-contractors are utilized, an original SARS tax certificate for each consortium / joint venture member and/or sub-contractor (individual) have to be submitted.

- 13.4** A B-BBEE Certificate or letter from auditors confirming your annual turnover. The CSIR is committed to Broad-Based Black Economic Empowerment and preference will be given to suppliers/contractors who meet the CSIR requirements. If no B-BBEE certificate is available, provide shareholding certificates and certified copies of all Black Shareholders.
- 13.5** Curriculum Vitae's and applicable certificates of key personnel, which will be allocated to this project.
- 13.6** The above is in addition to specific information requested in the RFT document regarding skills, areas of competence, technical expertise, contactable references and prices etc
- 13.7** Methodology (detailed construction program and strategy regarding the execution of the project in four months)
- 13.8** Your company's procurement policy (Affirmative Business Enterprise or ABE policy) with specific reference to the Emerging Consultants / Affirmative Business Enterprises or ABE and or alliance formed with an ABE.
- 13.9** Proof of your company's CIBD registration.
- 13.10** Proof of registration and up to date payments of The Workman Compensation Fund.
- 13.11** Proof and extend of Public Liability Insurance.
- 13.12** Provide the following insurance related information:
 - 13.12.1** Name of Insurance broker and/or Insurer
 - 13.12.2** Amounts of current limits of indemnity
 - 13.12.3** Adherence to Safety standards

14 Prospective bidders must also provide the following in their tender:

- 14.1** Availability and assigned experienced and qualified resources – Individuals
- 14.2** Availability and assigned technical staff
- 14.3** Availability and assignment of skilled labour and alternative skilled labour
- 14.4** List of plant and equipment.
- 14.5** Schedule of previous similar completed work executed by the respondent
- 14.6** Schedule of tenders recently submitted but not yet awarded
- 14.7** Detailed indicative construction programme and strategy (methodology), regarding the execution of the project in four (4) months.
- 14.8** Reference/track of involvement in similar projects (current and past)
- 14.9** Quality control systems
- 14.10** Construction monitoring

15 Appointment and Remuneration

A single appointment will be made and remuneration will be in terms of the priced Bill of Quantities that your firm will be submitting.

16 Additional Conditions of Tender

- 16.1 Official orders will be placed and invoices must be submitted timeously for payment.
- 16.2 Tenders are to remain open for acceptance for a period of ninety (90) days from the date on which they are to be lodged and may be accepted at any time during the said period of ninety (90) days.
- 16.3 All prices and details must be legible / readable to ensure that the tender will be considered for adjudication.
- 16.4 Firms are requested to furnish the full registered name of the tendering company / supplier on the tender.
- 16.5 Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The CSIR reserves the right to reject the bid if corrections are not made in accordance with the above.
- 16.6 The Respondent may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
- 16.7 If items are not offered for, a line must be drawn through the space in pen.
- 16.8 All information obtained and paid for during the course of the project is required to be submitted to the CSIR in a pre-specified format.
- 16.9 All data, information, plans, documents and other deliverables collated and / or produced as a result of the appointment to be made will be the rightful property of the CSIR and the CSIR shall also require the copyright thereof.
- 16.10 The CSIR reserves the right, in its sole discretion, to make any of the above-mentioned data, information, plans, documents and other deliverables, available for use, processing or sharing with / by other organisations.
- 16.11 The CSIR, in paying for any appointment of a consultant, also acquires the intellectual property associated with the project being / having been undertaken. This intellectual property shall not be utilised elsewhere without prior written consent of the CSIR.

- 16.12** The source codes of all electronically developed programmes and systems that are considered to be a part of the project and need to be delivered to the CSIR on completion of the project who will then assume full ownership of such source codes.
- 16.13** In the event that source codes are changed / or altered or modified for whatever reason, such changes shall be communicated and delivered to the CSIR on a mutually agreed basis.
- 16.14** Any development of programmes, systems and other applications need to be undertaken in such a manner so as to be compatible with the CSIR's systems at the time of development.
- 16.15** The appointment to be made will be subject thereto that your firm accepts responsibility as part of your acceptance letter should your firm be successful to be appointed that you will ensure compliance with the provisions of the Public Management Finance Management Act, 1999 (Act 1 of 1999) during the implementation and execution of the abovementioned project.

17 Final Notes

- 17.1** The Respondent hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the CSIR during the validity period indicated and calculated from the closing hour and date of the RFT
- 17.2** The Respondent furthermore confirms satisfaction regarding the correctness and validity of this Tender and that all prices and rates quoted cover all the work / items specified in the RFT and that price and rates quoted cover all obligations under any resulting contract and that the respondent accepts that any mistakes regarding prices and calculations will be at their own risk.
- 17.3** The Respondent hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfillment of this contract.
- 17.4** Failure to comply with any of the terms and conditions as set out above will invalidate the Tender.
- 17.5** The CSIR's decision on tenders received shall be final and binding.