



Section 2 - Notes to Tenderers



2.1 Conditions of Tender

Conditions of Tender

1. Definitions of the meanings of some words in this documentation

In the Principal Building Agreement "Agreement" is a list of the definitions/meanings of some words that are common to such Agreement documents and the bills of quantities. The definitions/ meanings given in the Agreement apply with equal force and effect in the bills of quantities.

In addition to this, the following words are hereby deemed to have the following meanings, for the purposes of the bills of quantities:

A "Tender" shall mean a firm and binding offer to undertake, and complete, the Works in accordance with the conditions contained in the Agreement and the bills of quantities and as represented by the submission of the completed Contract Data [CE] and Contract Data [EC].
A "Tenderer" shall mean any person (whether a private or juristic person) who submits a Tender in accordance with this Tender Document.

"Tender Documentation" shall mean the bills of quantities and associated documentation described therein, the drawings, schedules and other documentation described on the CONTENTS page of the Tender Document, and the documentation submitted by the Tenderer with his Tender, insofar as it is acceptable in terms of the conditions and requirements described in the bills of quantities.

2. Tender documentation

The Tender Documents comprise the pages and annexures as listed on the Contents page/s. Tenderers are to check the numbers of the pages and annexures and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description, or if this document contains any errors, the Tenderer shall notify the Quantity Surveyor at once for rectification. No liability whatsoever will be admitted in respect of errors in any tender due to the aforementioned causes.

3. Works and site information

3.1. Works identification and description:

Tenderers are required to study the nature and extent of the work embodied in this contract by visiting the existing site, and examining the tender documents and all the drawings which are included as part of this tender document.

In general terms the works comprise the following: the complete renovation of the existing facility with minor alterations to incorporate a new proposed lab, metrology lab, disabled toilet and offices. A back-up generator is also required and the civil work comprises mainly the construction of plinths for new equipment. Tenderers are to take cognisance of the heritage status of the facility. The bills of quantities, therefore, allows for a provisional sum for external work to the building - the scope of which will be determined by the Architect during the course of the contract.

3.2. Site description:

The site is situated on the CSIR campus, building 16, on the Pretoria site.

GPS Co-ordinates: -25.744996291625984, 28.281390959153434



3.3. Site restrictions:

Tenderers must take cognisance of existing buildings and not cause damage to existing facilities and services. Adjacent buildings are to be sufficiently protected against noise and dust emissions resulting from construction activities. High traffic volumes are not expected, however, CSIR personnel need to be granted full access to adjacent building entrances and parking areas during construction.

4. Site inspection meeting

The tenderer shall be deemed to have inspected the site and to be fully informed as to the nature and degree of complexity of the project, the constructional problems related thereto, the conditions under which the work is to be carried out, the means of access to the site and generally of all matters which may influence his Tender. No claim of any nature whatsoever will be considered after the submission of Tenders, due to failure on the part of the Tenderer to fulfill his obligation.

Tenderer's are to refer to the Request for Proposal for details of the explanatory site meeting.

Attendance at this meeting is compulsory and the failure by any Tenderer to attend may lead to rejection of his tender.

5. Model preambles for trades

Except where otherwise stated the Quotation for the works must be prepared in accordance with the Model Preambles for Trades 2017 Edition as recommended and published by the Association of South African Quantity Surveyors. Tenderers are advised to study these Model Preambles before pricing for the works.

6. Method of measurement

Except where otherwise stated, item descriptions in the bills of quantities have been prepared in accordance with the Seventh Edition of the Standard System of Measuring Builder's Work 2015, issued by the Association of South African Quantity Surveyors, and hereinafter termed the Standard System. Wherever the terms "shall be included in the description", "shall be stated" or words having the same effect appear in the Standard System, it shall be deemed that the bills of quantities for the works incorporates such inclusions and statements.

7. Fluctuations in building costs

This contract price will be fixed and firm throughout the duration of the project.

8. Drawings, Specifications, etc

The following drawings and specifications are issued with and form part of the Tender Document:

Architect

- CP-100-Rev E - Ground & First Floor Plan

Civil/ Structural Engineer

- AFR1145-STR-DET-001-PRE-00-Layout1
- AFR1145-STR-DET-002-PRE-00-Layout1

Electrical Engineer

- 12964-EE-100 Bulk Power Supply Arrangement Layout
- 12964-EE-101 Oxygen Sensor layout
- 12964-EE-102 Generator Plinth Layout
- 12964-EE-200 Ground Floor Small Power Layout
- 12964-EE-201 First Floor Small Power Layout
- 12964-EE-300 Ground Floor Lighting Layout
- 12964-EE-301 First Floor Lighting Layout
- 12964-EE-700 Single Line Diagram
- 12964-EE-701 Distribution Board

Mechanical Engineer

- To be confirmed

Specifications

- Architectural Specification
- Civil Work Specification
- Electrical & Electronic Engineering Services Technical Specification
- Mechanical Services Specification
- Occupational Health & Safety & COVID Specification
- Environmental Management Plan
- Geotechnical Report

9. Pricing of rates

All prices submitted for this tender, unless otherwise stated, shall include for materials, duty, taxes other than Value Added Tax (VAT), making conveyance and delivery, unloading, storing, unpacking, hoisting, labour setting, fitting in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packings, establishment charges, profit and all other obligations arising from the Principal Building Agreement.

10. Tender submissions

Tenderers must submit their bid responses in accordance with the CSIR Request for Proposals.

11. Returnable documentation

Tenderers must submit their bid responses in accordance with the response format specified in the CSIR Request for Proposals.



2.2 Special Conditions of Tender

Special Conditions of Tender

1. Ambiguity or Discrepancy

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments/the special conditions of tender herein shall prevail in cases of conflict between any of the documents.

2. Procurement

Bidders to note that the invitation to bid for this contract does not necessarily mean that bidders have prequalified or are pre approved. All bidders will be adjudicated for all requirements in terms of the bid document.

3. Sufficiency of Bid Documents

Bidders to identify and notify the Principal Agent of any insufficient or lack of information, specification, detail and/or contract documents preventing the bidder from submitting a complete price. The bid will otherwise be deemed complete.

4. Bills of Quantities

4.1. Clause 5.4 amended to read 'The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes.'

4.2. All procurement of material will be based on actual site measurements and not on drawings, specifications or the bill of quantities.

4.3. The Architectural and Engineering Specification Documents must be read thoroughly in conjunction with the Bills of Quantities, drawings and other contract related documents.

4.4. Pricing of Preliminary and General Items (P&G)

4.4.1. Bidders are required to price all individual items in the preliminary and general section of the bill of quantities and not to include the items into a single sum or amount. The fully priced schedule must be included as part of the priced bill of quantities returnable with tender submission. Items priced as zero shall be deemed to be included in other items in the contract price.

4.4.2. The distinction between fixed, variable and time related cost must be made where applicable.

4.5. In general, bidders shall ensure that their bid price includes for the provision of all requirements in terms of the construction regulations and health and safety requirements.

4.6. Resources and Supervision - The successful contractor shall ensure that the contract is adequately resourced with the requisite skilled and experienced supervision, plant and equipment necessary to undertake and complete the works within the requirements of the contract and within the anticipated contract duration on or before the practical completion date.

4.7. **Insurances**

Clause 10.1 shall be supplemented with: 'the contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 120% of the contract amount.'

4.8. **Site and Access and Working Hours**

The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the right being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the principal agent.

The contractor shall comply with the employer's rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.

The fully priced bill quantities must accompany the tender submission

5. Scope of Work

5.1. The scope of the works has been generally defined.

5.2. The proposed refurbishments include only a minor component of civil work. The engineer has recently undertaken geotechnical investigations to establish the ground conditions required to determine the extent of any re-engineering of the layerworks that may be required.

- 5.3. The successful contractor together with the principal agent shall ensure that photographs are taken for individual buildings both during and after the completion of works so as to ensure efficient valuations as well as to serve as proof of work completed. The photographs will be submitted on a monthly basis to the professional team in an agreed format and filing structure. This procedure will further assist to minimise potential disputes on completion of the works.

6. Site Access and Security

- 6.1. Bidders are obliged to adhere to the site's security requirements during the construction period.
- 6.2. Specific entrance points available to the successful contractor for the use of deliveries and such related activities will be identified on site.
- 6.3. The successful contractor will be responsible for their own security on the site.
- 6.4. All personnel entering the site including subcontractors and labour that will be involved in the works will be vetted by the CSIR security.

7. Programming and Sequence of Works

Bidders to programme and include for:

- 7.1. All multiple site visits that may be required by specialist subcontractors
- 7.2. The employers suppliers and subcontractors activities.
- 7.3. The daily penalty that may be applicable has been based on the estimated contract sum.

7.4. Adverse Weather Conditions

The contract duration includes a monthly allowance of 3 working days for adverse weather conditions [23.1.1] during which rainfall exceeds 10mm per day. These days shall be reflected on the critical path of the construction programme. Where the programmed delays for adverse weather conditions exceed the actual delays incurred the date for practical completion will not be adjusted. Where the actual delays incurred for adverse weather conditions exceed the programmed delays and such delays have impacted on the critical path of the construction programme, the date for practical completion may be adjusted should the requirements of Clause 23.0 be satisfied.

7.5. Substitution of materials, goods and or workmanship

The removal or substitution of any materials, goods and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]

7.6. Compliance with Law and Regulations:

The contractor is expected to carry out all works in compliance with all applicable Law and Regulations. The Contractor must submit all relevant compliances, warranties, guarantees and test documentation for:

- Electrical & Mechanical Installation
- Plumbing and drainage
- Lightning protection
- Soil poisoning and weedkiller
- Concrete test and cube results
- Waterproofing guarantee
- TR1 and TR2 prefabricated roof trusses
- Soil compaction
- Fire Compliance
- SANS 10400-A:2010 compliances
- Any other requirement as per the latest National Building Regulation
- Bidders are expected to include in the rates, prices and the tendered total of the prices for all inspections, tests, analysis, commissioning and other associated compliance items, as listed above, payable by the contractor.

8. Access to and coordination of Employers Subcontractors

Bidders must allow for access to the employer's subcontractors and suppliers for the installation of services and goods that are excluded from this contract, if and when applicable.

The Principal Agent will provide the details of all such services to the successful contractor for programming and planning purposes where applicable.

9. Storage of Materials and Goods Recovered or Credit for Old Materials

- 9.1. The contractor will be required to return all reusable and surplus material and goods removed from existing buildings, or installations to the employer.
- 9.2. Bidders shall, in their pricing allow for the loading, delivery, offloading of such items to the employer's storage facility. Tenderers shall also allow for all

temporary storage and protection of these items on the site of the works until such items are returned to the employer's designated storage facility on the site of the works, wherever applicable.

- 9.3. A schedule of all recoverable items expected to be returned to the employer shall be agreed between the employer's representative and the contractor at the site handover. Items not included in such a schedule shall be deemed to be the contractor's property upon demolition.
- 9.4. Any credits to the employer for material from demolitions and installations not returned to the employer shall be priced under the relevant section for credits in the bill of quantities.
- 9.5. A record of these items will be captured on a schedule maintained by the principal agent and the quantity surveyor.

10. Payment of Preliminaries (P&G)

- 10.1. In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The Principal Agent shall review the status quo and revert to paying the Contractor in accordance with the contract once the Contractor has demonstrated improvement of their performance and the Principal Agent is satisfied that the contractor is performing diligently.
- 10.2. Similarly the full amount of the fixed portion of the P&G will be paid only once the successful contractor has fully complied with deliverables under this section.
- 10.3. Execution of the scope of work will be not phased and sectional completion will not apply.
- 10.4. Any payments requested as deposits to subcontractors and or suppliers will not be certified for payment unless covered by an approved advance payment guarantee, at the discretion of the Employer and/or Employer's Agent.
- 10.5. **Waiver of Lien** - Clause 11.10 is amended to read 'The contractor shall waive his lien and rights of continuing possession of the works. The employer will not provide a payment guarantee.'

11. Employment of Local Labour

The employer is committed to job creation initiatives involving local labour and suppliers. There are no predetermined targets in relation to the allocation of work to local subcontractors,

suppliers and local labour, however the successful contractor is encouraged to allocate work to local subcontractors, suppliers and local labour.

12. Alternative Offers

Alternative design proposals/ offers will not be considered during the tender stage but may be considered during the construction stage only if the overall programme for completion of the works is not affected and substantial financial savings are achieved and is subject to approval by the Engineer, Architect and any other relevant agents.

13. Retention and Maintenance Period

The maintenance period, after practical completion is achieved, shall be 12 months. An amount equal to 5% of the final contract amount shall be held as retention for the maintenance period.

14. Payment Terms

- 14.1. Clause 25.10 amended to read 'The employer shall pay to the contractor the amount certified in an issued interim and/ or final payment certificate within forty five (45) calendar days of the date of issue of the payment certificate or the contractor's tax invoice whichever is the later date.' The part regarding default and compensatory interest remains unchanged.
- 14.2. Cessions for payments to suppliers and subcontractors will not be allowed but may be considered by the employer under special circumstances.

BIDDERS NAME: _____

BIDDERS ADDRESS: _____

PRINT FULL NAMES

SIGNATURE

(Duly authorised to sign on behalf of the tenderer)

DATE

Request for Proposals for the Construction of a Hot Isostatic Press (HIP) Facility at CSIR - Pretoria Site
Council for Industrial and Scientific Research (CSIR)

WITNESS 1:

PRINT FULL NAMES

SIGNATURE

DATE

WITNESS 2:

PRINT FULL NAMES

SIGNATURE

DATE

(This document must be signed and witnessed and returned with the bid submission as a returnable documents. Failure to do so may disqualify the submission)