



NRF
National Research
Foundation

**iThemba
LABS**

Laboratory for Accelerator
Based Sciences

INVITATION TO BID

APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERS AS PRINCIPAL AGENTS FOR INCEPTION, CONCEPT AND VIABILITY, DESIGN DEVELOPMENT, DOCUMENTATION AND PROCUREMENT, CONTRACT ADMINISTRATION AND INSPECTION, AND CLOSE-OUT OF CIVIL AND STRUCTURAL WORKS, ELECTRICAL WORKS AND MECHANICAL WORKS FOR THE UPGRADING OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM OF THE RADIOPHARMACEUTICAL PRODUCTION FACILITY OF ITHEMBA LABS IN FAURE, WESTERN CAPE

Bidder Name:

Bid Number: NRF/ILABS IOP1/01/2023/24

Closing Date **12 April 2023**

Closing Time: 11:00 am

Briefing Session See Section **BRIEFING SESSION OR SITE VISIT DETAILS** on page 38 (SBD1)

Bid Box Address Tender Box, Main Security Gate, iThemba LABS,

Old Faure Road, Faure

Western Cape, 7131, South Africa

GPS coordinates: 34.025°S 18.716°E

Dimensions of tender box opening: 300 mm x 20 mm

**Envelope
Addressing**

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address mail.

Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	General Technical Support – Electrical Division
Contact person	Mr O Mxenge / Ms L Gordon	Contact person	Project Manager: Dr Le Roux Strydom
E-mail address	scm3@tlabs.ac.za	E-mail address	scm3@tlabs.ac.za

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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

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

INTRODUCTION TO THE Ithemba LABS BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and Applied Nuclear Physics Research using Particle Beams
- Research Radiation Biophysics
- The supply of Accelerator-produced Radioactive Isotopes for Nuclear Medicine and Research

Please visit the iThemba LABS website (<http://tlabs.ac.za>) for more information.

CONTEXT OF THIS PROCUREMENT NEED

iThemba LABS is in the process of upgrading and expanding its facility for the production of medical radioisotopes and radiopharmaceutical products under Good Manufacturing Practise (GMP) quality requirements. One element of this expansion is the upgrading of the air quality in five (5) cleanrooms to Grade B classification.

The cleanrooms are located inside radiological controlled areas, where each cleanroom draws supply air from the general area through high-efficiency particulate air (HEPA) filters. Air is then exhausted via biohazard cabinets with integral filtration systems back to the general areas and eventually to atmosphere via the general area extraction system through a HEPA filter bank and an exhaust stack. Some cleanrooms are equipped with biohazard isolators that are exhausted directly to the exhaust stacks of the general plant through the HEPA filter bank.

The radiological controlled general areas and hotcells are in turn supplied with air from an air handling unit (AHU) which filters and cools fresh air with assistance from an existing chiller plant. Air is exhausted from the radiological controlled general areas via extraction fans through separate HEPA filters and discharged to atmosphere via high-velocity exhaust stacks.

Operations inside the radiological controlled areas and cleanrooms involve the handling and chemical processing of radioactive substances. Differential air pressures inside the cleanrooms and radiological controlled areas, fume cupboards and hotcells must therefore managed by a system designed to maintain negative pressures inside the

controlled areas relative to atmosphere, in order to minimise the potential escape of airborne radioactive contamination, whilst maintaining positive pressures inside the cleanrooms relative to the controlled area in order to avoid the ingress of airborne contaminants into the cleanroom.

The existing heating, ventilation and air conditioning (HVAC) system requires upgrading and/or replacement in order to maintain the required air flow, air temperature and relative humidity in all the radiological controlled areas in accordance with modern GMP requirements as well as the air quality requirements of the cleanrooms to Grade B standard.

SUMMARY OF SERVICES REQUIRED

iThemba LABS requires professional engineering consulting services for the necessary inception, concept and viability, design development, documentation and procurement, contract administration and inspection, and close-out (Stages 1 - 6 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)) for the following aspects of the HVAC upgrade:

- All civil and structural engineering works required for the upgrade and/or replacement of the HVAC plant and associated ducting and filtration systems.
- All mechanical engineering works required for the upgrade and/or replacement of the HVAC plant and associated ducting and filtration systems.
- All electrical engineering works required for the upgrade and/or replacement of the HVAC plant and associated ducting and filtration systems, including all automation, control and monitoring systems.
- Architectural and quantity surveying services as required during design development and contract execution

A service provider for the professional construction health and safety services will be appointed by iThemba LABS at the time of contract administration and inspection stage.

The consulting engineer will act as the Principal Agent of iThemba LABS during the construction phase.

PART A – CONTRACT

INTERDEPENDENCIES IMPACTING THIS SPECIFICATION

LOCATION OF THE RADIOPHARMACEUTICAL PRODUCTION FACILITY

The radiopharmaceutical production facilities of iThemba LABS are located at our facility in Old Faure Road, Faure, Cape Town in a building known as D-block.

The facility consists of a ground floor area (including the cleanrooms) for general processing of materials, a basement area for transportation and storage of radioactive materials, and two vault areas where target bombardment takes place for the production of radioactive raw materials.

The general layout of the radiopharmaceutical production facility of iThemba LABS is shown below:

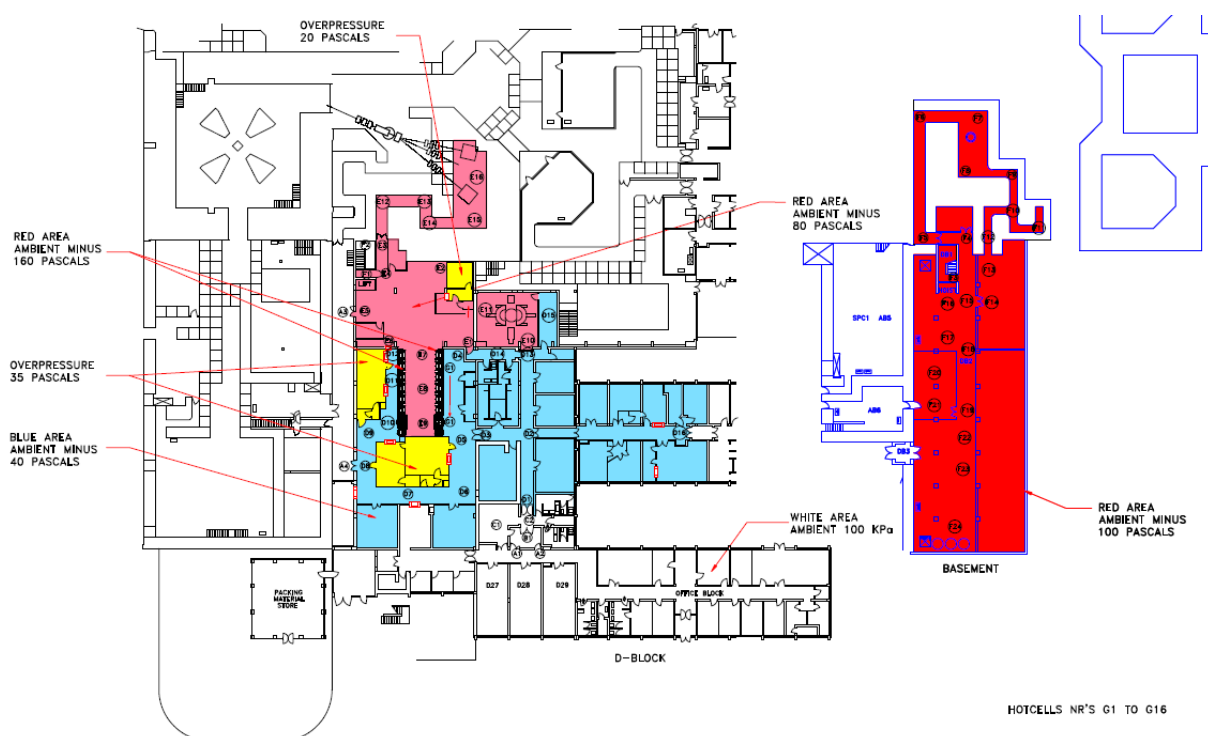


Figure 1: General Layout

RADIOLOGICAL CONTROLLED AREA CLASSIFICATION

Generally, radiological controlled areas are classified as follows:

Area	Air Volume (approximate)	Air pressure	Air changes	Risk
White area	n/a	Ambient 100 Pa	n/a	Uncontrolled area, can be occupied by the public – Low Risk
Blue area	2200 m ³	-40 Pa relative to ambient	6-10 per hour	Access-controlled area with specific radiation protection measures to avoid radiation exposure and personnel contamination – Medium Risk

Red Area	3300 m ³	-80 Pa relative to ambient	10 per hour	Access-controlled area with specific radiation protection measures to avoid radiation exposure and personnel contamination – High Risk
Cleanrooms	750 m ³	+20 Pa relative to Red Area	10 per hour	Access-controlled area with specific radiation protection measures to avoid radiation exposure and personnel contamination – High Risk

Zone	Typical Air Changes per hour	Area Classification
Change rooms/Air locks	4 - 5	White/Blue
Controlled area	10	Blue/Red
Workshops/Maintenance areas	10	Red
Hotcells	30 @ -200 Pa relative to red area	Red

EXISTING HVAC SYSTEM

The existing HVAC system comprises three (3) supply air systems and six (6) exhaust air systems located on a concrete slab adjacent to the radiological controlled areas and inside the main building.

A schematic of the existing HVAC system is provided as Annexure A hereto.

Previous performance qualification reports of the existing HVAC system will be made available to the successful bidder.

EXISTING SERVICES TO THE ISOTOPE PRODUCTION BUILDING

3-Phase electrical power is provided to the existing HVAC plant from a new electrical plant room with Rotary Uninterruptible Power Supply (RUPS) support.

Chilled water is currently provided from a new mechanical plant room.

TIME SLOTS FOR HVAC UPGRADING/REPLACEMENT

The radiopharmaceutical production facility is in operation on a 24/7 basis. Any upgrade and/or replacement work on the HVAC system can therefore only take place during scheduled maintenance shutdown periods, which take place twice per year:

- 4-week period annually in July/August
- 2-week period annually in January.

REGULATORY REQUIREMENTS

This installation will be subject to regulatory licensing conditions and approvals by the relevant regulatory authority where certain project hold points will apply. iThemba LABS will be responsible for all activities relating to these regulatory licensing approvals.

DETAILED SPECIFICATIONS

1. INTRODUCTION

The facility is serviced by a heating, ventilation and air conditioning (HVAC) plant, which requires upgrading and/or replacement in order to meet stringent Good Manufacturing Practise (GMP) quality requirements.

The upgraded/new HVAC system must conform to the requirements of the following design standards or guidelines:

- International Society of Pharmaceutical Engineers Good Practice Guide for Heating, Ventilation and Air Conditioning;
- ISO 17873: Nuclear Facilities - Criteria for the design and operation of ventilation systems for nuclear installations other than nuclear reactors
- ISO 14644: Cleanrooms and Associated Controlled Environments
- IAEA General Safety Guide No. GSG-7 Occupational Radiation Protection
- World Health Organisation (WHO) Technical Report Series TRS-1010 Annex 8 - Guidelines on heating, ventilation and air-conditioning systems for non-sterile pharmaceutical products Part 1
- World Health Organisation (WHO) Technical Report Series TRS-1010 Annex 2 - Guidelines on heating, ventilation and air-conditioning systems for non-sterile pharmaceutical products Part 2

The Engineering Consultant shall provide the design, engineering drawings and installation/construction details for the required civil works, mechanical works and electrical works for the upgrade and/or replacement of the HVAC system for the radiopharmaceutical production facility of iThemba LABS in Faure, Western Cape, as detailed further below.

Compatibility checks shall need to be performed to check compatibility with existing infrastructure.

There may be a holding point between stage 3 (design development) and stage 4 (documentation and procurement) to allow for final budget approval once the elemental construction cost estimate is known.

It is expected that the project will be completed, commissioned and handed over within 12 months of appointment of the professional consulting engineers, taking into account the holding point for final budget approval and the available time slots for construction works as detailed on page 6.

2. PROFESSIONAL ENGINEERING SERVICES REQUIRED

The required professional engineering services must include the following as a minimum:

- a) Assist in developing a clear project brief
- b) Define the user requirement for services and scope of work required
- c) Site survey and audit to determine current situation and condition of existing equipment including any proposals on disposal of redundant equipment.
- d) Prepare and finalise the project concept in accordance with the brief, including project scope, scale, form & function, plus preliminary programme and viability of the project
- e) Establish the concept design criteria, regulatory authorities' requirements and incorporate into the design
- f) Prepare preliminary designs and related documentation for approval by authorities and the client and suitable for costing
- g) Compile design specifications and detailed designs to fulfil future operational requirements with respect to supply and delivery of civil, mechanical and electrical works as specified.
- h) Develop requirements for qualification and validation of the HVAC system in accordance with operating requirements as part of the design development process.
- i) From the detail designs, compile the detail bill of material and services including quantities and costs.

- j) Prepare the NRF standard procurement documents and associated drawings including contractor qualifications for selecting and appointing contractor. Included in the documentation is detailed selection and evaluation questions for the BEC to ask of each bidder submitting the bid as well as the detailed SBD3 pricing documentation based on the full costing done
- k) Will act as technical support to the members of the business unit's appointed Bid Evaluation Committee to clarify technical, procedural, and pricing queries the members need clarification on.
- l) Assist with Contractor appointments by iThemba LABS.
- m) Compile detailed Project Programme and time frames.
- n) Take responsibility for on-site Occupational Health and Safety (OHS) requirements of the project.
- o) Review and agree on a Quality Assurance Plan for the contractors.
- p) Supervise all stages of the project, including contractors/subcontractors.
- q) Chair site meetings, engage in regular liaison with Client (iThemba LABS), prepare and issue minutes of meetings.
- r) Produce monthly Progress Reports.
- s) Contractor administration, including the managing of Progress Claims, Variation Orders, OHS, time management, overtime.
- t) Produce and submit Monthly Financial Reports on payments made to the Main Contractors and sub-contractors, including issuing monthly interim payment certificates and recovery statements, processing of delay claims and variations submitted by the main contractor.
- u) Compilation of Project Documentation – manuals, 'as-built' drawings.
- v) Commissioning and test reports/certificates, as well as all mandatory Certificates of Compliance (CoC) relating to mechanical and electrical work.
- w) Issue certificates of practical completion
- x) Ensure handover of Operating manuals, Maintenance manuals, Data sheets as part of the project deliverables.
- y) Compile and resolve snag lists and manage final close-out and hand-over.
- z) Engineering support after close-out on an as-and-when-needed basis.
- aa) **The consulting engineer will act as the Principal Agent of iThemba LABS – see special conditions of contract on page 12 .**

All engineering and design work must be verified and certified by a professional engineer registered as such at the Engineering Council of South Africa (ECSA) by signing all documents and drawings indicating his/her name and ECSA registration number with the date.

Architectural drawings (if required) must be signed off by a professional architect registered with SACAP.

3. SCOPE OF WORK

The scope of work for each of the major aspects of the HVAC upgrade is described below:

3.1 Civil and Structural Engineering Works:

Design development of all civil and structural engineering works required for the HVAC plant is required.

- 3.1.1. Detailed design and structural analysis of any modifications required to the existing buildings
- 3.1.2. Detailed design for any new constructions required
- 3.1.3. The passageways for cables and pipes connecting the services to the building must be designed.
- 3.1.4. Detailed design of cable trays and routes for the cables, water pipes and ventilation ducting.

3.2 Mechanical Engineering Works - Heating, Ventilation and Air Conditional (HVAC) Plant

A detailed engineering assessment of the capacity and constraints of the existing heating, ventilation and air

conditioning (HVAC) plant is required. Detailed design is then required for the procurement and installation of a new HVAC plant, or modifications to the existing HVAC plant and air distribution throughout the radiopharmaceutical production facility, as well as special equipment related to the treatment of radioactive air. Simulation of air flows through the facility will be required as part of the inception phase as well as post the detailed design phase.

The restricted regions subject to radioactive working environments are the existing red-zone enclosure, the blue-zone enclosure and the cleanrooms. Air entering these regions is currently taken from the atmosphere, filtered to remove dust and adjusted for temperature and humidity. Air leaving these regions is radioactive, and therefore passed through HEPA filters (Class H14 in accordance with EN1822) to remove particulates before being released to the atmosphere through a tall stack. There is no recirculation; air only passes through the HVAC system once. The following nominal specifications apply to the restricted radiation areas:

Temperature range	22°C, -2/+6°C
Relative Humidity	35% - 70% RH

Specific requirements per controlled areas are:

Existing Blue Area:

Power dissipated in air	200 kW estimate
Air replacements per hour	At least 6
Air Pressure	-40 Pa relative to ambient, adjustable
Air volume	2200 m ³ (approximate)

Existing Red Area:

Power dissipated in air	200 kW estimate
Air replacements per hour	At least 10
Air Pressure	-80 Pa relative to ambient, adjustable
Air volume	3300 m ³ (approximate)

Cleanrooms, fume hoods:

Power dissipated in air	100 kW estimate
Air replacements per hour	At least 10
Air Pressure	+20 Pa relative to Red Area, adjustable
Air volume	750 m ³ (approximate)

Hotcells:

Power dissipated in air	50 kW estimate
Air replacements per hour	At least 10
Air Pressure	-200 Pa relative to Red Area, adjustable
Air volume	20 m ³ (approximate)

iThemba LABS will provide specialist input to the air handling requirements where necessary.

The bidder shall develop requirements and procedures for qualification and validation of the HVAC system in accordance with design standards as part of the design development process.

3.3 Electrical Engineering Works - Electrical Power Supply

3.3.1. Detailed design for the installation of electrical power, controls and building integration management to the new/upgraded HVAC plant. Detailed design for the installation of all cable and wiring layouts for the

HVAC plant:

- Mains electrical power supply
- Site reticulation of electrical power from the existing LV room to the new HVAC plant;
- Electronics communications and analogue signalling cabling and networking cables between the Red Areas, Blue Areas, Cleanrooms and the D-block control room.
- PLC control systems for supply and extraction fans and dampers, compatible with ModBus TCP communication protocols;
- Building integration management for area and plant monitoring of all critical performance parameters of the HVAC system and operational areas (air pressure, temperature, relative humidity);

3.4 Other Professional Services:

Architectural and Quantity Surveying services must also be provided as required during design development and contract execution. Information provided during handover must be done in a structured format ensuring that information is searchable. All drawings shall be provided in both CAD format and hard copy.

4. SUPPLIER CAPABILITY AND CAPACITY QUALIFICATION

Bidders for this tender shall provide the following to prove their qualifications to execute this contract:

- 4.1 A portfolio of current and recent projects covering a similar scope and works (restricted to a minimum of 3 projects) and describing in detail the capability and number of years' experience of the bidder in providing such civil, mechanical and electrical engineering services for each discipline as well as how the project portfolio is aligned with the requirements as specified in this document. In particular, the bidder must display knowledge and experience with modern design standards and guidelines for HVAC systems applicable to nuclear installations and pharmaceutical installations, specifically the following:
 - 4.1.1 International Society of Pharmaceutical Engineers Good Practice Guide for Heating, Ventilation and Air Conditioning;
 - 4.1.2 ISO 17873: Nuclear Facilities - Criteria for the design and operation of ventilation systems for nuclear installations other than nuclear reactors
 - 4.1.3 ISO 14644: Cleanrooms and Associated Controlled Environments
 - 4.1.4 IAEA General Safety Guide No. GSG-7 Occupational Radiation Protection
 - 4.1.5 World Health Organisation (WHO) Technical Report Series TRS-1010 Annex 8 - Guidelines on heating, ventilation and air-conditioning systems for non-sterile pharmaceutical products Part 1
 - 4.1.6 World Health Organisation (WHO) Technical Report Series TRS-1010 Annex 2 - Guidelines on heating, ventilation and air-conditioning systems for non-sterile pharmaceutical products Part 2
- 4.2 Provide three written references prepared by clients of recently completed projects of similar scope including radiopharmaceutical or nuclear HVAC systems (refer reference page 49) Three (3) written references, per supply relationship, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of "Meets requirements."
- 4.3 Details of capable resources, including CVs and applicable certificates, available that will be assigned to the project to ensure the project is delivered on time, including names and qualifications of personnel to be assigned to the project with their professional registrations at the Engineering Council of South Africa, and the names and qualifications of any support staff. The qualifications and capabilities of the resources should be fully aligned with the technical project requirements.
- 4.4 Provide proof of at least three previous projects managed by the nominated Principal Agent on behalf of clients.

- 4.5 Confirmation in the form of a Broker's Letter that the bidder has public liability insurance cover for the project of R5 million and professional indemnity insurance cover at double the value of the Consultant's total fee.
- 4.6 Latest audited financial statements which include an unqualified audit opinion that the bidder is a going concern.

Bidders will be evaluated against the requirements 4.1 – 4.3 using the functional evaluation process outlined in section FUNCTIONAL EVALUATION on page 21.

5. NATIONAL STANDARDS AND GUIDELINES

All installations shall comply in all respects with South African Bureau of Standards (SABS) or equivalent, as well as other applicable legislated standards and guidelines as detailed in section 4.1 above and all relevant construction and building regulations and municipal bylaws.

6. PROJECT EXECUTION PLAN

The bidder has to submit a high-level project execution plan describing the methodology and technical approach to be employed indicating how the project will be executed on time and demonstrating a full understanding of the project scope, execution risks and risk mitigation strategies. The high-level plan must include major milestones and payment schedules, work breakdown, resources and dependencies.

It is expected that the project will be completed, commissioned and handed over within twelve (12) months of appointment of the professional consulting engineers, taking into account the holding point for final budget approval and the available time slots for construction works as detailed on page 6.

The project execution plan will be re-computed and adjusted during the contracting process with the successful bidder in consultation with iThemba LABS.

7. SUPPORT

The bidder should provide for resources to be available for technical and engineering support after close-out of works, on the basis of as-and-when-required. For evaluation and pricing purposes, bidders should allow for 500 man-hours spread over a period of twelve (12) months after final close-out.

8. OFFICE LOCATION

The successful bidder has to establish a suitable office location within 100 km from the iThemba LABS Cape Town site in Faure on appointment, where the principal agent and key staff must be located, in order to ensure availability of resources at short notice especially during the construction phase (stages 5 and 6).

DUE DILIGENCE OF CAPACITY AND CAPABILITY

1. The bidder provides as a minimum the following documents for conducting due diligence:

- 1.1. A portfolio of projects covering a similar scope and works including radiopharmaceutical or nuclear HVAC systems (restricted to a minimum of 3 projects) as detailed in section 4.1 above.
- 1.2. Details of capable resources available that will be assigned to the project to ensure the project is delivered on time as detailed in sections 4.3 and 4.4 above.
- 1.3. Confirmation in the form of a Broker's Letter that the bidder has suitable insurance cover for the project along with the necessary professional indemnity insurance cover as detailed in section 4.5 above.
- 1.4. Latest audited financial statements as detailed in section 4.6 above.
- 1.5. High-level project plan as detailed in section 6 above
- 1.6. Three (3) written references as detailed in section 4.2 above.
- 1.7. This document (SBD 1) signed. (Refer to page 37 & 50)
- 1.8. Bidders Disclosure (SBD 4). (Refer to page 41)
- 1.9. Preference points claim (SBD 6.1). (Refer to page 44)
- 1.10. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.

CONTRACT PERIOD

The contract will commence on the date of signing SBD 7.1 and will terminate 12 months after close-out of the main construction works in order to allow for technical support after completion.

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title. The General Conditions forming part of these special conditions and conditions of contract are those stated from page 26 to page 35

Project Management

The General Technical Support department of iThemba Labs Cape Town is responsible for this Tender and subsequent contract.

Principal Agent

The consulting engineer will act as the Principal Agent of iThemba LABS.

Appointment of the Consulting Engineers

The appointment of the consulting engineers will be done in accordance with Stages 1 - 6 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000, (Act No.

46 of 2000) as published in the Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015 and the PROCSA Professional Service Agreement, the latter which the successful bidder will be required to procure a copy of at their own cost.

Implementation Planning and Project Management

The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation.

Performance verification

In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

Further verification steps are set out below:

REPORTING

Monthly reports, inclusive of up-to-date financial statements, shall be produced to report on progress. Reports shall be issued one week ahead of monthly site meetings for perusal before, and discussion at the meetings. Site meetings shall be escalated to two-weekly meetings from two months ahead of the commencement of construction work on site.

SITE VISITS

Site visits shall be conducted on a regular basis as the work requires or on request of the Client.

LOCAL SUPPORT FOR INSTALLED EQUIPMENT

The Engineering Consultant shall ensure that all major installed equipment shall have reputable Service Centres in the Western Cape. Service Centres shall offer On-site Field Support 24 hours per day, 7 days per week

OHS **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF sites as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7.1), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The

contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts. The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site. The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.
<u>Communication (General Condition of Contract Clause No: 31)</u> The appointed bidder communicates in writing through regular mail, physical delivery, or email. The appointed bidder states the contract number and purchase order number on communication documentation. The contract bidder does not act upon any communication without the contract number or must verify such communication with the iThemba LABS project manager prior to acting upon it.
<u>Inspections, tests, and analyses (General Condition of Contract Clause No: 8)</u> The contractor shall carry out all the comprehensive tests, inspections, and checks required for the issuance of the certificate of compliance upon completion of the installation of all electrical equipment and before the energizing. The electrical installation must be inspected and tested in accordance with Eskom requirements and the relevant health and safety standards. The installation shall be tested to the satisfaction and approval of Eskom, the appointed consulting Engineer, and the iThemba LABS project manager. The contractor shall submit certificates of tests carried out to prove compliance of the installation.
<u>Packing (General Condition of Contract Clause No: 9)</u> Components (where applicable) must be packaged such that they prevent damage during transportation and storage.
<u>Delivery and Documentation (General Condition of Contract Clause No: 10)</u> The appointed bidder provides the following documentation, as a minimum in hardcopy and electronic format, upon completion of the installation and commissioning: Final layout and design drawings, tests and inspections certificates, comprehensive report, and certificate of compliance.
<u>Payment (General Condition of Contract Clause No: 16)</u> Payment terms are within 30 working days of receipt of an invoice issued against a payment certificate approved by the Principal Agent. It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.
<u>Prices (General Condition of Contract Clause No: 17)</u> The price schedule for the electrical installation performed under the contract shall not vary from the prices quoted by the supplier in his bid with iThemba LABS with the exception of any price adjustments authorized in this section.

1.	<u>Exceptions:</u> Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts.
2.	<u>Price Adjustment Rules:</u> Price adjustments and their corresponding rules for the managing of price risks on the basis of the iThemba LABS and the appointed bidder sharing the risk equally. 2.1 The final contract price for this bid will be determined by the actual cost of works for the individual construction projects (civil, structural, mechanical, electrical) as per the Detail Scope of Works. 2.2 Any price adjustments resulting from change orders to the scope of work during the project execution will be done strictly in accordance with the provisions of the General Conditions of Contract and the PROCSA Professional Service Agreement.
3.	<u>Ceiling Price Calculation for price competition:</u> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
4.	<u>Commitment to Appointed Services Provider:</u> iThemba LABS, through the signed contract, guarantees its procurement of the equipment and service from the appointed party only where the appointed party meets or exceeds the contractual performance levels.
5.	<u>Contract Price Management in terms of the Contract:</u> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
7.	<u>Contract Price:</u> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.
8	<u>Commitment to Contracted Service Provider:</u> The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
9	<u>Commitment of funding to Purchase Orders issued in terms of the Contract:</u> The NRF, when issuing the written purchase order stipulating quantity, description, delivery date, and the unit price as set out in this contract, guarantees that the funding is available for the value of that purchase order.
10	All travel rates will be paid in line with the SARS Tax Free Rate no claim may exceed the distance from the primary place of business.

PERFORMANCE/SERVICE LEVEL CONDITIONS

The NRF measures the contracted bidder's performance against these in the execution of the contract. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.

2. If the contracted bidder fails to meet any performance level:
 - a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
 - b. Promptly correct the failure and begin meeting the set performance levels;
 - c. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 - d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.
 - e. In the event of the non-performance as per the agreed contract after following the above steps including hearing the other side, iThemba LABS will terminate the contract in terms of General Condition of Contract Clause No: 23 .
 - f. In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Design	The Consultant ensures that all designs conform to OHSA (Act no. 85 of 1993 as amended including all regulations), applicable national and international codes, national and international standards (including relevant SABS 1200 specifications or equivalent and to any regulatory radiation safety design standards provided by iThemba LABS.	As stipulated on GCC 22.1
Management of Contractors	The Consultant manages the contractors until successful close-out of the projects. A quality system is applied to manage all non-conformances to the Client's satisfaction.	As stipulated on GCC 22.1
Technical Specifications and Full	Compliance with the quality requirements of	As stipulated on GCC 22.1

tender documents	the standard NRF tender documentation.	
Site Clarification Meetings and Evaluation of Bids	The Consultant must form part of the team during the technical clarification, attend the clarification meetings with bidders and evaluation of the bids.	As stipulated on GCC 22.1
Master Programme	The Consultant compiles, within two (2) months, a project schedule (minimum level 4) for all activities required to complete the works. This schedule forms the control base. After the Employer approves this project schedule, the Consultant will show on a monthly basis actual progress achieved as well as forecasted progress against the control base. This programme must be submitted to the Employer in a MS Projects and PDF format. The programme must be updated and submitted to the Employer two (2) working days before the progress meetings.	As stipulated on GCC 22.1
Reporting	A detailed monthly progress report is required on the cost (including cost flow) and schedule, which should be submitted on or before the last working day prior to the 29th day of each month. Commissioning and Test Reports when completed as per the Master Programme	As stipulated on GCC 22.1 See above comment
Document Control	Configuration control system is applied to all project documentation. All documentation must be directed to the Project Manager: Dr Le Roux Strydom. Email address is ilr.strydom@ilabs.nrf.ac.za .	As stipulated on GCC 22.1 See above comment
Risk Assessment and Constructability Plans	The Consultant facilitates the construction risk assessment sessions and constructability plan meetings prior to any construction work on site in accordance with	As stipulated on GCC 22.1

	an agreed risk assessment system.	
Organisation and structure	The Consultant ensures an organisational structure and personnel for the execution of the Project to comply with all the provisions as stated in the core clauses for GCC and to comply with all provisions stated in the Scope.	As stipulated on GCC 22.1

EVALUATION PROCESS

A multiple stage process, with sub-stages when required, is followed:

Technical (One):

Compliance with administrative and evaluation requirements as stated in Part A. All bidders that fail to meet these requirements are disqualified.

Compliant bidders will be evaluated based on the technical compliance in Part A. This stage may consist of multiple sub-stages as set out in Part A. All bidders that fail to meet the technical minimum are disqualified.

The Bid Evaluation Committee may conduct interviews and/or site visits of successfully completed projects with bidders to clarify certain aspects of the bid.

Awarding stage (Two):

Only bidders that meet the PPPFA (2000) definition of acceptable bids enter stage two.

Points are scored on the basis of Price as set out in the PPPFA (2000) and 2022 Regulations, to which preference claimed on SBD 1 are added.

No objective criteria have been specified for this bid.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<u>Bidder Legislative Due Diligence Eligibility</u>			
Verified Procurement Invitation (SBD 1) against CSD with no discrepancies, signed and completed per page 50	M	☐ Yes ☐ No	Pages 3, 37 - 40 and 50

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted		Reference to Bidder's document
		Bid Section Reference	
Verify the Bidder's Disclosure (SBD 4), signed and completed reflects no unacceptable risks to the business unit per page 41	M	☐ Yes ☐ No	Page 41 - 44
Preference Points Claimed (SBD 6.1), signed and completed with BBBEE certificate or sworn affidavit per page 44.	M	☐ Yes ☐ No	Page 44 - 49
<u>Bidder Support Due Diligence Eligibility</u>			
A portfolio of projects covering a similar scope and works including radiopharmaceutical or nuclear HVAC systems (restricted to a minimum of 3 projects) per page 10	M	☐ Yes ☐ No	Page 10
Details of capable resources available that will be assigned to the project to ensure the project is delivered on time, including names and qualifications of personnel to be assigned to the project with their professional registrations at the Engineering Council of South Africa, and the names and qualifications of any support staff. The qualifications and capabilities of the resources should be fully aligned with the technical project requirements and projects previously executed by the bidder relevant to the scope of works.	M	☐ Yes ☐ No	Page 10
Proof of at least three previous projects managed by the nominated Principal Agent on behalf of clients per page 10.	M	☐ Yes ☐ No	Page 10
Confirmation in the form of a Broker's Letter that the bidder has suitable insurance cover for the project along with the necessary professional indemnity insurance cover per page 11.	M	☐ Yes ☐ No	Page 11
Latest audited financial statements which include an unqualified audit opinion that the bidder is a going concern per page 11.	M	☐ Yes ☐ No	Page 11

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>			
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
High-level project plan per page 11	M	☐ Yes ☐ No	Page 11	
Three (3) written references, per supply relationship, with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of "Meets requirements." Per page 10	M	☐ Yes ☐ No	Page 49 - 50	

<u>Pricing Competition Documents</u>				
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3.2) in the format provided in this document (separate envelope)	M	☐ Yes ☐ No	Page 35 - 37	

ELIGIBILITY CRITERIA (GO/NO-GO)

Note: The selection elements listed above are Go/No-Go criteria. Evaluation is done without percentage scoring.

Any Bidder that provides no details (submitted proof) on meeting any of the above-mentioned mandatory requirements will be disqualified from further evaluations.

FUNCTIONAL EVALUATION

Competence Criterion	Key Aspects of Criterion	Point Allocation		Total Points
Suitability	Experience of the service provider in providing Engineering Services similar in scope to the project requirements (Civil, structural, electrical, mechanical (including HVAC for nuclear and pharmaceutical installations)) The service provider shall demonstrate knowledge of and experience with the design standards and guidelines for HVAC systems as mentioned in 4.1 on page 10.	No submission, or portfolio indicates NO experience in multi-disciplinary engineering projects and has NO alignment with project requirements	0	30
		Portfolio indicates LIMITED experience (no more than 1 project of similar scope completed) in multi-disciplinary engineering projects and has LITTLE alignment with project requirements	10	
		Portfolio indicates SIMILAR experience (no more than 3 projects of similar scope completed) in multi-disciplinary engineering projects and has ADEQUATE alignment with project requirements	20	
		Portfolio indicates EXCELLENT experience (at least 5 projects of similar scope completed) in multi-disciplinary engineering projects and has EXCELLENT reference to project requirements	30	
	Highest value of a previous contract executed in the past five (5) years (construction contract value)	No submission	0	20
		Below R1 million	5	
		Between R1 million and R10 million	8	
		Between R10 million and R100 million	15	
		R100 million and Above	20	
Capacity	List of competent staff within the company as per page 10.	No submission	0	15
		Between 5 and 10 Qualified Professional Engineers registered with ECSA	8	

		More than 10 Qualified Professional Engineers registered with ECSA	15	
Execution Plan	Provide a project plan indicating how the project will be executed and completed on time, with a clear understanding of the requirements with timelines, resources and dependencies as per page 11	No submission; limited or no understanding of the requirements	0	15
		Method statement has no or limited work breakdown structure. Execution schedule does not demonstrate a detailed timeline and task dependencies. Understanding of the requirements is not fully demonstrated.	8	
		Clear method statement with full work breakdown structure. Execution schedule is detailed with well-defined milestones and task dependencies. Full understanding of the requirements is demonstrated.	15	
Technical approach	Provide methodology and technical approach to demonstrate alignment with project scope and risk mitigation strategies	No submission, inadequate methodology provided	0	20
		Incomplete technical approach and methodology provided which is aligned only to the scope of work and does not cover risks associated with the work.	10	
		Detailed technical approach and methodology is provided that is aligned to the scope of work and highlights the risk/s of the work and mitigation strategies	20	
TOTAL				100

Only bidders that achieve a score higher than the minimum threshold will be eligible for the next stage of price/preference evaluation:

- Minimum threshold = 75 points

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

CENTRAL SUPPLIER DATABASE REGISTRATION

Bidders must register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.

RESPONSE PREPARATION COSTS

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

COUNTER PROPOSALS

No counter proposals are accepted as this is a request for quotation of supplies.

TWO ENVELOPE SYSTEM

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

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

COLLUSION, FRAUD AND CORRUPTION

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

FRONTING

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

GENERAL DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7.1 (SBD 7.1) which has been signed by the awarded bidder and the

National Research Foundations;

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

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

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

“Proof of B-BBEE status level of contributor” means:

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

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

Checking Tax Compliance

iThemba LABS verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services.

Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Cancellation of the Bid prior to Award

The NRF cancels the Bid Invitation prior to making an award where

- a. Due to changed circumstances there is no need for the specified procurement in the document, or
- b. No bids meet the minimum required specification, or
- c. A material irregularity occurred in the bid process, or
- d. Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

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

GENERAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions in the Special Condition of Contract Section in above in Part A.

GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..
1.3	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	“Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	“Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	“Day” means calendar day.
1.8	“Delivery” means delivery in compliance of the conditions of the contract or order.
1.9	“Delivery ex stock” means immediate delivery directly from stock actually on hand..
1.10	“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	“Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	“Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	“GCC” mean the General Conditions of Contract.
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“Project site”, where applicable, means the place indicated in bidding documents.

GENERAL CONDITIONS OF CONTRACT	
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others). Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the appointed parties to this contract prior to the effective date of this contract. Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the appointed parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract. The appointed supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the appointed deliverables for this contract.

GENERAL CONDITIONS OF CONTRACT

	The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B). Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document. The appointed supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection. The appointed supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world. The appointed supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.
SCC5B	Confidentiality The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not: - Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent. - Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or - Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to - Disclose the confidential information to any third party, or - Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, - The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: - Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation; - Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; - Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or - Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure. The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: - All written disclosures received from the NRF; - All written transcripts of confidential information disclosed verbally by the National Research Foundation; and - All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Protection of Private Information The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.

GENERAL CONDITIONS OF CONTRACT

GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12- are applicable.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Additional inspection procedures as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

GENERAL CONDITIONS OF CONTRACT

9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Additional delivery documentation requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11	Professional indemnity insurance cover in accordance with SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12- is required.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and

GENERAL CONDITIONS OF CONTRACT

	accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Additional payment terms as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	The requirements of sub-contractor management as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled

GENERAL CONDITIONS OF CONTRACT

	to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 The name and address of the supplier and / or person restricted by the purchaser; 23.6.2 The date of commencement of the restriction 23.6.3 The period of restriction; and 23.6.4 The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
SCC23	The additional terms of termination as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 12 are applicable.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable

GENERAL CONDITIONS OF CONTRACT

	for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties

GENERAL CONDITIONS OF CONTRACT

32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART B – PRICING SBD 3.2

Submit pricing in separate envelope (stand-alone)

SBD 3.2 NON - FIRM PRICING DETAIL

1.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2. Price Delivery Points are: iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131										
2.	Calculating the Bid Price: iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.										
3.	Bid Price Determination: The NRF provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection. The appointment of the consulting engineers will be done in accordance with Stages 1 - 6 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as published in the Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015 and the PROCSA Professional Service Agreement, the latter which the successful bidder will be required to procure a copy of at his own cost. Professional fees are to be calculated on the Cost of Works principle in accordance with the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as published in the Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015. For purposes of determining the Bid Price, the Cost of Works is determined by the construction budget for the project, which is estimated at R 16.0 million, inclusive of VAT and excluding professional fees. The budgeted cost breakdown is as follows: <table border="1"> <thead> <tr> <th>Item</th><th>Budgeted cost (inclusive of VAT)</th></tr> </thead> <tbody> <tr> <td>Civil and Structural works</td><td>R 2.0 million</td></tr> <tr> <td>Mechanical works</td><td>R 10.0 million</td></tr> <tr> <td>Electrical works</td><td>R 4.0 million</td></tr> <tr> <td>TOTAL</td><td>R 16.0 million</td></tr> </tbody> </table> Bidders are welcome to submit an optional detailed pricing schedule in addition to the mandatory summary pricing schedule SBD3.2 as requested on page 35. iThemba LABS reserves the right to request this from bidders during the evaluation stage if required for clarification.	Item	Budgeted cost (inclusive of VAT)	Civil and Structural works	R 2.0 million	Mechanical works	R 10.0 million	Electrical works	R 4.0 million	TOTAL	R 16.0 million
Item	Budgeted cost (inclusive of VAT)										
Civil and Structural works	R 2.0 million										
Mechanical works	R 10.0 million										
Electrical works	R 4.0 million										
TOTAL	R 16.0 million										
4.	PRICING STRATEGY: The Pricing Strategy is a Re-measurement (Re-measurable) Contract.										
	PRICING SCHEDULE INSTRUCTIONS: Bidders must price in accordance with the Pricing Schedules.										

Submit pricing in separate envelope (stand-alone)**SBD 3.2 NON - FIRM PRICING DETAIL**

- These pricing schedules are to be summarized in the Pricing Schedule Summary below to enable iThemba LABS to compare price offers.
- Failure to submit a priced offer using the provided Summary Pricing Schedule may make the bid liable for disqualification.
- A Detailed Breakdown of costs must be attached to all invoices.
- All travel rates will be paid in line with the SARS Tax Free Rate no claim may exceed the distance from the primary place of business

PRICING SCHEDULE

	DESCRIPTION	TOTAL PRICE
1	Consultancy fees: Civil and structural works	R
2	Consultancy fees: Mechanical works	R
3	Consultancy fees: Electrical works	R
4	Consultancy fees: Architectural services	R
5	Consultancy fees: Quantity surveying services	R
6	Technical support after close-out (for evaluation and pricing purposes, bidders should allow for 500 man-hours spread over a period of twelve (12) months after final close-out)	R
7	Project Management fees	R
8	Services as Principal Agent	R
9	Disbursements	R
SUBTOTAL OF ABOVE		R
15% VAT		R
TOTAL (Bid Price for price evaluation purposes)		R

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS IOP1/01/2023/24
Closing date and time	12 April 2023
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
APPOINTMENT OF PROFESSIONAL CONSULTING ENGINEERS AS PRINCIPAL AGENTS FOR INCEPTION, CONCEPT AND VIABILITY, DESIGN DEVELOPMENT, DOCUMENTATION AND PROCUREMENT, CONTRACT ADMINISTRATION AND INSPECTION, AND CLOSE-OUT OF CIVIL AND STRUCTURAL WORKS, ELECTRICAL WORKS AND MECHANICAL WORKS FOR THE UPGRADING OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM OF THE RADIOPHARMACEUTICAL PRODUCTION FACILITY OF Ithemba LABS IN FAURE, WESTERN CAPE	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).	
Bid response documents are deposited in the tender box situated physically at:	
Physical address: iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131 Tender box opening hours 08:00 am till 16:30 pm GPS Coordinates Latitude: 34°1'56" S Longitude: 18°43'64" E Dimensions of tender box opening 300 mm x 20 mm	Addressed as follows: iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape 7131
Number of ORIGINAL bid documents for contract signing	2
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive	

bid/tender/request for quotation process and sets out each party's obligations for executing the contract.			
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):		1 electronic document as secured PDF	
TWO ENVELOPE SYSTEM		YES	
PRICE VALIDITY PERIOD FROM DATE OF CLOSURE		150 calendar days	
BRIEFING SESSION OR SITE VISIT DETAILS			
Attendance:		Due to security restrictions, confirmation of attendance of the optional clarification meeting is required and the interested bidders shall express their intention to attend the briefing meeting by email to scm3@tlabs.ac.za by 24 March 2023 at 11h00.	
Date and Time		Briefing session to be held during the week of 28 to 31 March 2023 (time will be communicated to interested bidders)	
Venue		iThemba LABS Building	
Address		iThemba LABS, Old Faure Road, Faure, 7131	
Contact Person		Mr Odwa Mxenge	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	General Technical Support – Electrical Division
Contact person	Mr O Mxenge / Ms L Gordon	Contact person	Project Manager: Dr Le Roux Strydom
E-mail address	scm3@tlabs.ac.za	E-mail address	scm3@tlabs.ac.za

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

**Tax
Compliance
Status**

Tax Compliance
System PIN

Central Supplier
Database No.

MAAA

**B-BBEE Status Level
Verification Certificate**

Tick Applicable Box.

☐ Yes ☐ No

**B-BBEE Status
Level Sworn
Affidavit**

Tick Applicable Box.

☐ Yes ☐ No

[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

**Are you the accredited
representative in South Africa for**

☐ Yes ☐ No

[If yes

**Are you a foreign-based
supplier for the**

☐ Yes ☐ No

[If yes, answer the

the goods /services/works offered?	enclose proof]	goods/services/ works offered?	questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?			☐ Yes ☐ No
Does the entity have a branch in the RSA?			☐ Yes ☐ No
Does the entity have a permanent establishment in the RSA?			☐ Yes ☐ No
Does the entity have any source of income in the RSA?			☐ Yes ☐ No
Is the entity liable in the RSA for any form of taxation?			☐ Yes ☐ No
If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.			
BID SUBMISSION			
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.		
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped		
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.		
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7).		
TAX COMPLIANCE REQUIREMENTS			
1.	Bidder must ensure compliance with their tax obligations.		
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.		
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za		
4.	Bidders may also submit a printed TCS certificate together with the bid.		
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.		
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.		
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.		

STANDARD BIDDING DOCUMENT (SBD) 4

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 interest¹ 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

¹ 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 consortium² will not be construed as collusive bidding.

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

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

invitation relates.

- 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

STANDARD BIDDING DOCUMENT (SBD) 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

1.

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

2.

3.

3.2.1. POINTS AWARDED FOR PRICE

4.

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender (B-BBEE Status Level of Contributor)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		

4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

Broad Based Black Economic Empowerment (B-BBEE) certificate or sworn affidavit must be submitted to substantiate the points claimed on the above table

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

NRF/ILABS IOP1/01/2023/24

Bid Description: Appointment of Professional Consulting Engineers as Principal Agents for inception, concept and viability, design development, documentation and procurement, contract administration and inspection, and close-out of civil and structural works, electrical works and mechanical works for the upgrading of the heating, ventilation and air conditioning (HVAC) system of the radiopharmaceutical production facility of iThemba LABS in Faure, Western Cape

Describe the service/work the above bidder provided to you below

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Design development			
Project management			
Contractor management			
Budget control			
Technical/engineering skills aligned with project requirements			
Quality and configuration management			
Principal Agent duties			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO

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

NB: The reference letter format is optional.

ANNEXURES – LIST of INSERTED DRAWING	
Annexure Number	Annexure Title
A	Schematic P&ID of the existing HVAC plant

BID SIGNATURE (SBD 1)
I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

BID SIGNATURE (SBD 1)

The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

- a) Part A
- b) Part B – Price Schedule
- c) Part C including annexures in support of the bid

I confirm that I am duly authorised to sign this offer/ bid response.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	

AHU S1 – A & B supplies conditioned air to the White, Blue and Red zones.
 AHU S2 – A & B supplies conditioned air to the Basement area of the Red zone.
 AHU S3 – A & B supplies conditioned air to the Vault (Shepherd and VETTS).
 AHU S10 Air intake for the Hot Cells cooling only conditioned air Red zone (no supply fan).
 Exhaust Fan EA A & B Red zone and Basement area exhaust system.
 Exhaust Fan EB A & B Blue zone exhaust.
 Exhaust Fan EC A & B Vault exhaust system.
 Exhaust fan EF A & B Hot cells exhaust system.
 Exhaust Fan EG Furnace cupboards Red zone.
 Exhaust Fan EH Furnace cupboards Blue zone.

System Capabilities TBC:
 S10 2.64 m³/s
 E7 2.04 m³/s @ -2000pa
 S1 8.08 m³/s 3.27 m³/s to the Red zone
 S3 8.08 m³/s to the Blue zone
 S2 8.70 m³/s to the Basement area Red zone
 S3 1.42 m³/s to the Basement vaults
 EA 8.02 m³/s Red zone exhaust
 EB 8.08 m³/s Blue zone exhaust
 EC 3.00 m³/s Vault exhaust
 EF 1.43 m³/s Furnace cupboards
 EG 1.43 m³/s Furnace cupboards
 System Setpoints and actual values
Low Valt alarm
 OPT Actual Valt Low Press alarm Fan c/o alarm
 S10 n8 1.2 m³/s
 E7 - 800 pa - 180 pa - 860 on - 400 off - 200 on - 280 off
 S1 2.0 m³/s 2.0 m³/s 0.5 on 1.0 off 0.3 on 0.5 off
 S2 2.0 m³/s 2.0 m³/s 0.5 on 1.0 off 0.3 on 0.5 off
 S3 1.5 m³/s 1.5 m³/s 0.5 on 0.3 off 0.3 on 0.5 off
 EA - 270 pa - 283 pa - 120 on - 180 off - 80 on - 100 off
 EB - 80 pa - 80 pa - 17 on - 20 off - 10 on - 18 off
 EC 8.0 m³/s 8.0 m³/s 1.0 on 2.1 off 1.5 on 2.0 off
 EF - 400 pa - 304/80 pa - 280 on - 300 off n8
 EG - 400 pa - 444/476 - 280 on - 300 off n8

System locations
 S10 velocity sensor in the supply duct to the hot cells
 E7 negative pressure between the hot cells and suction side of E7 exhaust fan
 S3 Velocity sensor in the filter chamber for the intake air
 S2 Velocity sensor between the vaults and suction side of S2
 S3 Velocity sensor in the filter chamber for the intake side of S3
 S2 negative pressure between the vaults and suction side of S2
 EA velocity sensor suction side of EAA
 EC velocity sensor discharge side of EAC (diagonal)
 S1 Velocity sensor in the filter chamber for the intake side of S1
 EB negative pressure between the Blue zone and suction side of EB
 EC velocity sensor common pit/suction side of ECA and EB
 EF negative pressure between the furnace cupboards and fan suction
 EG negative pressure between the furnace cupboards and fan suction.

LEGEND
 KWP KWP
 M RETURN VALVE
 M1 M1 OFF VALVE
 M2 M2 OFF VALVE
 M3 M3 OFF VALVE
 M4 M4 OFF VALVE
 M5 M5 OFF VALVE
 M6 M6 OFF VALVE
 M7 M7 OFF VALVE
 M8 M8 OFF VALVE
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