



SAIAB

South African Institute
for Aquatic Biodiversity

INVITATION TO BID

INSTALLATION OF MOBILE SHELVING ON 1ST FLOOR OF THE SAIAB COLLECTION BUILDING. THE CONTRACT DURATION IS 6 (SIX) MONTHS FROM SIGNING OF CONTRACT

Bidder Name:		
Bid Number:	NRF/SAIAB/43/2022-23	
Closing Date: Closing Time:	18 November 2022 at 11.00 AM	
Compulsory Briefing Session:	A compulsory on site briefing session will be held. Date: 2 November 2022 at 11:00 AM Venue: SAIAB building, 11 Somerset street, Makhanda	
Bid Submission:	<p>Electronic submissions must be sent to bids@saiab.nrf.ac.za</p> <p>Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response.</p> <p>The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.</p> <p>Bidders are to send an email to bids@saiab.nrf.ac.za post submission with the password to their financial envelope.</p>	
Direct enquiries in writing to:		
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INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation ("NRF") as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

BACKGROUND TO SAIAB

The South African Institute for Aquatic Biodiversity (SAIAB), based in Makhanda formerly known as Grahamstown, Eastern Cape, is a National Research Facility of the National Research Foundation, a public entity, established in terms of the National Research Foundation Act No. 23 of 1998. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

PART A – THE TENDER

CONTEXT OF THIS PROCUREMENT NEED

The South African Institute for Aquatic Biodiversity is a biological sciences Research Institute specialising in aquatic biodiversity, with a specific academic focus on fish (Ichthyology). In addition to foundational taxonomy and systematics, the Institute specialises in providing cutting-edge research infrastructure platforms for research in marine and freshwater environments, the curation and management of biological specimens and tissue samples, molecular biology and genomics and the supervision of postgraduate students.

The SAIAB Collection building was built in 2006 to house a collection of fish and other aquatic organisms used for scientific research. The collections building upper level (first floor) is incomplete. The final phase of this project will be the installation of mobile shelving and the fitting of tracks complete to the existing concrete floor to a perfectly level finish. The successful bidder for this procurement will be responsible for the cutting-in and laying of the tracks as well as the installation of the storage units.

DETAILED SPECIFICATIONS

Installation of mobile shelving units (167.40 square meter) in the first floor of the Collection building (Inclusive 10% of safe load equivalent to 22kg/m² per shelf). (Refer to Annexure A for the layout):

#	QTY	DETAILS
1	1	Set of three floor tracks to accommodate banks of shelving 4650mm wide x 30000mm long
2	4	Static bases with double back-to-back shelves over, size 972mm wide x 4535mm long
3	1	Static base single shelf, size approximately 465mm wide x 4650mm long
F4	20	Mobile base with double back-to-back shelves over, size 972mm x 4535mm long

Work requirements:

- The upper floor is partly in use and so the work area needs to be intrinsically safe in order to comply with Zone 1 requirements. These shuttered areas will need to be accessed and so will require a basic doorway for access. (*Zone 1: An area in which an explosive gas atmosphere is likely to occur in normal operation*)
- The new shelves should be compatible with the existing shelves (see photograph below)".



Mobile racking requirements:

- a. Tracks shall be fitted complete to the existing concrete floor to a perfectly level finish.
- b. The Supplier will be responsible for accurately saw cutting through and neatly removing existing screeds for the installation of tracks to the top of the concrete floor slab structure.
- c. After setting up and fixing in position, tracks are to be grouted fast along their full length on a bed of Sika 212 or equivalent approved non-shrink cementitious mortar.
- d. Screeded floors shall be made good with Sika Monotop 615 or demonstrated equivalent to EN 1504 standards, approved re-profiling mortar up to edges of tracks.
- e. The concrete floorslab structure is set 30mm to 35mm below the finished screeded floor level.
- f. The shelving units must be capable of carrying a minimum load of 20kg/m² per shelf plus a 10% of shelf load which is equivalent to 22kg/m².
- g. Shelving is broken into two bays by a static unit.
- h. Shelves must be six tier open shelf units 2075mm high.
- i. The top tier shelf must have a restraining upstand along all edges.
- j. The bidder must provide for manual crank operated chain driven mobile units.
- k. The Bidder must provide with his submission the total square meter area of shelving achieved by their design proposal.

Materials

- a. Steel structure type must be hot or cold rolled profiles.
- b. Steel grade must be specified by the Bidder and fit for purpose

Manufacturing

- a. All welding must be performed by certified workers All welding must be performed by a competent person accredited by South African Institute of Welding.
- b. The ends of all tubular components must be sealed.
- c. The ends of all tracks must be closed.

BIDDER REQUIREMENTS

The bidder must provide evidence of the following:

- The supplier should be on the Construction Industry Development Board (CIDB) Database of contractors-At least Grade 3SL or 3CE.
- High level project management plan demonstrating the bidder's proposed execution of the subsequent contract/ completion time, inclusive of all milestones.
- Three (3) written references with contact details in the reference format specified in this bid. The form is for

those customers for whom the bidder has completed work within the last sixty (60) months and/or current work in progress.

- A minimum of 5 years in industrial storage/shelving industry
- Data Sheet(s) of the equipment offered in response to the specification in this invitation (Annexure D)
- Proof of ISO 9000 certified by a body accredited by SANAS.
- Local content declaration (SBD 6.2 and Annexure C)
- The Bidder is health and safety compliant (Annexure E)
- A minimum 1-year warranty for all components

Failure to provide documentation of evidence of the above requirements will result in disqualification of bid.

THE BID SELECTION PROCESS

PRE-QUALIFICATION CRITERIA

There will be no B-BBEE pre-qualification criteria applied to this bid.

This bid will be evaluated in three stages as follows:

STAGE 1: SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of the bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Checklist in page 8 below.

Failure to comply with the mandatory requirements in this stage may result in bid disqualification. However, SAIAB may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (such as SBD forms or B-BBEE certificate), and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid. No award will be done without complete provision of returnable documents and schedules.

STAGE 2: TECHNICAL EVALUATION

Each bid will be evaluated against the technical/quality criteria outlined in pages 9-10 below.

Bids which fail to meet the requirements of Stage 2 will be disqualified and not evaluated further in Stage 3.

STAGE 3: PRICE AND PREFERENCE POINTS SCORING

Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price and preference points claimed in the following manner:

- (i) **Price** - with the lowest priced bid receiving the highest price score as set out in the Preferential Procurement Policy Regulations 2017;
- (ii) **Preference** - preference points as claimed in the preference claim form (SBD 6.1) supported by a valid B-BBEE certificate or sworn affidavit, in the case of EMEs and QSEs, are added to the price ranking scores.

STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

All mandatory criteria need to be complied with to move on to the next stage of evaluation. All SBD forms indicated as mandatory must be completed and signed by bidders failing which, a bid submission may be disqualified for non-compliance. SAIAB may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature (e.g. SBD forms, B-BBEE certificate), and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

Document description	Weight	Criteria (All criteria are weighted equally to each other)	Assessment Methodology	Bid Section Reference	SCM Verification
SBD 1 Form (Invitation to Bid)	Mandatory	Has the bidder completed and signed the SBD 1 Invitation to Bid form?	Yes/No	Page 27	
SBD 3.1 Form (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its pricing for the infrastructure and the service plan?	Yes/No	Page 26	
SBD 4 Form (Bidder's Disclosure)	Mandatory	Has the bidder completed and signed the SBD 4 form? Has the bidder disclosed any conflict of interest which would preclude it from responding to this bid?	Yes/No	Page 30	
SBD 6.1 Form (Preferential Points Claimed)	Mandatory	Has the bidder completed and signed the SBD 6.1 form?	Yes/No	Page 32	
SBD 6.2 Form and Annexure C (Declaration Certificate for Local Production and Content for Designated Sectors)	Mandatory	Has the bidder completed and signed the SBD 6.2 and Annexure C form, and does it meet the minimum designated threshold required for this commodity?	Yes/No	Page 36 & 50	

STAGE 2 – TECHNICAL EVALUATION

NOTE: Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.

Bidders must meet all mandatory requirements below (i.e. requirements marked as 'Mandatory') in order pass this stage of evaluation and move on to the next stage of evaluation.

Evaluation Criteria	Evidence required	Page Reference	Weight	Assessment Methodology
Construction Industry Development Board (CIDB)	At least Grade 3SL or 3CE. Proof of registration to be provided.	5	Mandatory	Go / No Go
Project management plan	High level project management plan demonstrating the bidder's proposed execution of the subsequent contract/ completion time inclusive of all milestones.	5	Mandatory	Go / No Go
Three (3) written references, with contact details for those customers for whom the bidder has completed work within the last sixty (60) months and/or current work in progress.	Three reference letters from clients relevant to this bid indicating that the services provided meet requirement.	5	Mandatory	Go / No Go
Company Experience	Proof that bidder has a minimum of 5 years in industrial storage/shelving industry. (Bidder must provide copy of company profile).	6	Mandatory	Go / No Go
Fit for purpose equipment	Data Sheet(s) of the equipment offered in response to the specification in this invitation	51	Mandatory	Go / No Go
ISO 9000 certification by a SANAS accredited body.	Certification to be provided	6	Mandatory	Go / No Go

Occupational Health and Safety	Letter of good standing Safety plan Method statement of works	6 and 54	Mandatory	Go / No Go
1-year warranty for all components	Warranty letter from manufacturer to be provided	6	Mandatory	Go / No Go

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO – DISQUALIFIED
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STAGE 3 – PRICE AND PREFERENCE POINTS SCORING	
Bids which meet the minimum requirements in Stage 2, will be evaluated on price and B-BBEE status level (Stage 3) as follows -	
CRITERIA	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

PART A.1 – BID PREPARATION

BIDDING INSTRUCTIONS	
<p>Bidders are urged to carefully study these bidding instructions, as well as all corresponding instructions pertaining to the bid evaluation criteria, scope of works, pricing and returnable, contained in this bid document. Failure to comply with these instructions will be at the bidder's risk, and may affect the evaluation of its bid.</p>	
1.	<u>Late bids</u>
	Bids received after the closing time and/or date shall not be considered.
2.	<u>Authority of bid signatory</u>
	The bid must be signed by a person duly authorised to do so.
3.	<u>Clarification of the bid</u>
3.1	A bidder requiring any clarification of the bid documents may direct the request for clarification in writing, to the SAIAB representatives listed on the cover page of this bid document.
3.2	A response will be provided by SAIAB in writing. The response (including an explanation of the query, but without identifying the source of the query) will be sent to all prospective, identifiable bidders.
3.3	The last date for the submission of requests for clarification is 08 November 2022.
4.	<u>Bid preparation costs</u>
	Bidders will be responsible for all costs associated with the preparation and submissions of their bids.
5.	<u>Tender Briefing Session</u>
5.1	Bidder will be required to attend the online tender briefing session.
6.	<u>Counter proposals</u>
	No counter proposals will be accepted.
7.	<u>Alterations to the bid document</u>
	Bidders may not make any alterations or additions to the content of this bid document, except to comply with the instructions issued by SAIAB, i.e. the completion of the schedules indicated as mandatory for completion. Any alterations made to the content of this bid document other than those mandated by SAIAB will result in the invalidation of a bidder's submission.
8.	<u>Submitting a tender offer</u>
8.1	Bidders may submit one tender offer only, either as a single tendering entity or as a member of a joint venture or consortium, unless otherwise stated in this bid document.
8.2	Each party to a joint venture or consortium must individually complete and submit the SBD returnable schedules included in this bid document.
8.3	Bidders must return all returnable documents and schedules after completing them in their entirety, preferably electronically, or by writing legibly in non-erasable ink. The bid document must be submitted in its entirety.
10.	<u>Clarification of bidder's tender offer after submission</u>
10.1	Bidders may be required by SAIAB, to provide clarification or additional details of their tender offer during the bid evaluation or adjudication stages. This may include providing a breakdown of rates or prices, or correction of arithmetical errors by the adjustment of certain rates or item prices (or both).
10.2	No change in the competitive position of bidders or substance of the tender offer may be sought, offered, or

	permitted.
11.	<u>Two envelope system</u>
11.1	SAIAB utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase.
11.2	All responses must be submitted in two electronic folders; the first folder shall contain the technical, and compliance response and the second shall contain only the pricing response.
11.3	Bidders must ensure that they do not include any pricing details in the first folder, as SAIAB reserves the right to disqualify such bids.
11.4	Bidders are required to package their bid as follows: <ul style="list-style-type: none"> ● Folder 1: Compliance and Technical Response ● Folder 2: Pricing Response
12.	<u>Central Supplier Database registration</u>
	Bidders must be registered on the National Treasury Central Supplier Database ('CSD') in order to be recommended for the award of this bid, and must provide their CSD supplier number in their bid submission.
13.	<u>Tax compliance status</u>
13.1	Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have not been declared to be in order by the South African Revenue Services (SARS).
13.2	Each party to a joint venture, consortium or partnership must comply with the above requirement.
13.3	The bid will be declared non-responsive in the event that the bidder's tax matters are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be granted by SAIAB in writing at time of award.
14.	<u>Invalid bids</u>
	Tenders shall be invalid if –
14.1	In a two-envelope system, a bidder fails to submit both a technical proposal and a separate financial offer.
14.2	The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
14.3	The bidder has been restricted from doing business with any Organ of state.
15.	<u>Price negotiations prior to award</u>
15.1	The award of this bid may be subject to price negotiations with the preferred bidder or bidders, where there are opportunities for realising cost savings, or where bid prices are not market related.
15.2	SAIAB reserves the right to reject overpriced or under-priced bids outside the identified price range for the bid.
16.	<u>SAIAB's right to vary requirements at time of award</u>
	SAIAB reserves the right, at the time of making the award, to decrease the quantity of goods specified in the pricing schedule without any change to the unit price(s), or the terms and conditions of the bid, provided that the items to be decreased were specified in the bid document to be optional, or to be quoted on for indicative purposes.
17.	<u>Cancellation of the bid prior to award</u>
	SAIAB reserves the right to cancel this bid at any time before award, where -
17.1	Due to changed circumstances there is no longer a need for the services specified in this bid.
17.2	Funds are no longer available to cover the total envisaged expenditure for the project.

17.3	No bids meet the required specifications.
17.4	There is a material irregularity in the bid process.
18.	<u>Bid award</u>
18.1	The bid will be awarded after approval by the NRF's Delegated Authority, to the bidder with the highest combined score for Price and B-BBEE status level, unless other objective criteria, specified in the bid document, applies.
	Due diligence may be carried out on the recommended bidder, as such the recommended bidder may be required to submit at least three client references from clients to whom similar services have been provided.
18.3	Reference letters must be completed in the template provided in this bid document or in the same format, and must indicate that expectations were met.
18.4	The award will be subject to final verification of the bidder's tax compliance status.
19.	<u>Collusion, fraud and corruption</u>
	Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
20.	<u>Fronting</u>
20.1	SAIAB supports Government's Broad-based Black Economic Empowerment (B-BBEE) initiatives, recognising that real empowerment is achieved by individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Therefore, SAIAB condemns any form of fronting.
20.2	SAIAB's evaluation committees may conduct or initiate investigations to determine the accuracy of bidders' B-BBEE representations.
20.3	Should SAIAB have reasonable grounds to suspect any form of fronting, the bidder in question will be notified and given 7 days from the date of notification to provide evidence refuting the finding of fronting.
20.4	Should the bidder be unable to refute the finding to the satisfaction of SAIAB, SAIAB reserves the right to reject the bid submitted by the bidder or cancel any contracts entered into with the bidder, and apply to National Treasury to restrict for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SAIAB may have against such a bidder.
21.	<u>Disclaimers</u>
	SAIAB has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SAIAB has no liability towards the bidders in connection therewith.
22.	<u>General definitions</u>
22.1	"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
22.2	"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.
22.3	"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.
22.4	"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
22.5	"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 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations.
22.6	“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.
22.7	“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents.
22.8	“Proof of B-BBEE status level of contributor” means: <ul style="list-style-type: none"> - B-BBEE Status level certificate issued by an authorized body or person; - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; - Any other requirement prescribed by the B-BBEE Act.
22.9	“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.
22.10	“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.
22.11	“NRF” means the National Research Foundation and it is used interchangeably with its business units managing the contract being SAIAB.

PART B – THE CONTRACT

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract must be cross-referenced against the General Conditions of Contract (GCC). The Special Conditions of Contract qualify or augment specific clauses of the GCC, or introduce conditions not included in the GCC.

The following are special conditions of the contract:

1 Definitions

Substitute GCC Clause 1.21 with the following:

1.21 “Purchaser” means the **South African Institute for Aquatic Biodiversity (SAIAB)**.

Substitute Clause 1.24 with the following:

1.24 “Services” shall mean all activities pertaining to the deliverables the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words “supplies” or “goods” appear in the GCC.

Add the following after Clause 1.25:

1.26 “Supplier” means the provider of the services, with whom the contract is concluded.

3 General

Substitute Clause 3.1 with the following clause:

3.1 The contract will be valid for a period of 6 (six) months from the date of signing the contract, or until such time as the contract amount has been exhausted.

3.2 Commencement will be the date of final signature on the SBD 7 Contract Form.

Substitute Clause 3.2 with the following clause:

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

Add the following clauses after Clause 3.3

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.5 The supplier shall:

3.5.1 Only when notified of the acceptance of the bid by the issuing of the order, commence with and carry out the delivery of the services in accordance with the contract, to the satisfaction of the purchaser.

3.5.2 Provide all of the necessary materials, labour and equipment required for the delivery of the services, including any temporary services that may be required.

3.5.3 Sign the service level contract with SAIAB customer at the rate submitted in this bid.

3.6 The Purchaser shall:

- 3.6.1 Call ad hoc meetings with the supplier, as and when required during the course of the contract. The supplier will be required to attend such meetings, reasonable notice having been given by the purchaser.
- 3.6.2 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an order has not been issued to the supplier.
- 3.6.3 Regularly have progress meetings with the Supplier to establish that the services are being performed in compliance with the contract.
- 3.6.4 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.5 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

5 Use of contract documents and information

Add the following clause after Clause 5.4:

- 5.5 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 the contract term and after termination of the contract. The recipient shall not:
 - 5.5.1 Disclose the confidential information, directly or indirectly, to any person or entity, without the purchaser's prior written consent.
 - 5.5.2 Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
 - 5.5.3 Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.
- 5.6 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 -
 - 5.6.1 Disclose the confidential information to any third party, or
 - 5.6.2 Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
 - 5.6.3 The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.
- 5.7 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
 - 5.7.1 Was independently developed by the recipient prior to its involvement with the purchaser or in the possession of the recipient prior to its involvement with the purchaser;
 - 5.7.2 Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
 - 5.7.3 Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the purchaser, or
 - 5.7.4 Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the purchaser of such requirement prior to any disclosure.
- 5.8 The recipient shall within one (1) month of receipt of a written request from the purchaser to do so, return to the purchaser all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:
 - 5.8.1 All written disclosures received from the purchaser;
 - 5.8.2 All written transcripts of confidential information disclosed verbally by the purchaser; and
 - 5.8.3 All material embodiments of the contract intellectual property.

- 5.9 The recipient acknowledges that the confidential information is 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.
- 5.10 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.
- 5.11 The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the purchaser. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the purchaser 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.
- 5.12 Copyright and Intellectual Property
- The third party hereby gives SAIAB 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 third party gives its voluntary explicit consent to the terms of this special condition.

11 Insurance

Substitute Clause 11.1 with the following:

- 11.1 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- (a) Public liability insurances of R5 million, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract,
 - (b) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself
 - (c) The supplier shall be obliged to furnish SAIAB with proof of such insurance as SAIAB may require from time to time for the duration of this Contract.
 - (d) 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.

13 Incidental Services

Substitute Clause 13.1 with the following:

- 13.1 Any incidental services required for the delivery of the contract shall be agreed upon in advance by the parties and will only be valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

15 Warranty

Substitute clause 15.2 with the following:

- 15.2 The supplier must provide a warranty of 12 months on all installed equipment from date of delivery of the shelves.

16. Payment

Add the following clause after clause 16.4:

- 16.5 The Supplier's invoices must meet the following minimum requirements:
- (a) Reference the purchase order number
 - (b) Detailed line items as specified in purchase order

(c) Include statement of account

- 16.6** Invoices must be accompanied by the SAIAB authorised representative's signature, confirming performance/delivery in accordance with prescribed quality and/or quantity, conformance to specification, and unit pricing in accordance with the contract and any purchase orders issued in terms of the contract.

17 Prices

Add the following clause after clause 17.1:

- 17.2** The contract price quoted by the supplier is required to remain firm for the duration of the contract, and will not be subject to adjustments.

22 Penalties

Substitute clause 22.1 with the following:

- 22.1** Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, apply the following penalties –

Performance Measures

Performance requirement	Deliverable	Trigger	Penalty
Conforms with specifications	The completed installation meets the specifications	Poor quality of installed shelves	Termination of the contract.
Equipment, installation and tolerance grades	Compliance to SEMA guidelines	Non-Compliance with SEMA guidelines	Poor reflection on contract review – repeat occurrence may result in termination of contract
Workmanship	Qualified staff under the supervision of a competent foreman	Poor workmanship as assessed by a SAIAB representative	Poor reflection on contract review – repeat occurrence may result in termination of contract
Completion time	Maximum 180 days from issue of purchase order	Late completion as per approved project programme.	R 1000/day
Materials and proprietary products used	Must be of new, good quality and meeting the standards and specifications of the storage industry. Manufacturer's instructions and specifications strictly applied.	Poor quality of installed shelves	Poor reflection on contract review – repeat occurrence may result in termination of contract

31 Notices

Substitute Clause 31 with the following -

- 31.1** Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and

shall be deemed

to have been received when:

- (i) hand delivered – on the day of delivery;
- (ii) registered mail – five (5) working days after mailing;
- (iii) email – after it has been sent

Add the following -

35 As Built drawings

Final design of system components must be submitted to the Project Manager for approval before installation commences. All drawings shall be approved by a registered structural engineer.

36 Paint Finish

Bidders must supply a list of available colour finishes. Bidders must specify the proposed preparation and finish techniques to be employed. All minimum dry film paint thickness must be specified. All paint finishes will be subject to inspection by a paint specialist.

37 Installation

Transport, storage and installation of the storage system must take place in a way as to minimize any damage. Damaged parts must be replaced. Welding on-site is not allowed without the consent of SAIAB. During installation, the Supplier takes care of bracing the storage structure, where necessary. The Supplier must assess the circumstances in which way the storage structures can be brought in, located and installed.

38 Access to the site

Access to the site will be unhindered from the access gate onto Somerset Street, which will be identified at the site inspection on 2 November 2022.

39 Safety and security

The building will be operational throughout the execution of the works. The Supplier must exercise the works with the minimum interference to the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise and other causes. The installation site falls within the existing finished space and protection must be provided against any damage to property. Any such damage will be for the Supplier's account. The Supplier is to maintain security of the area and take steps to minimise any risks to people and property. The contractor is responsible for all persons who enter the site and must ensure that no unauthorised persons gain access.

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 compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1	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" are 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 markets 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" means 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.
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 are also 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.
GCC 3	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
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
5.1	The supplier shall not, without the purchaser's prior written consent, disclose 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, without the purchaser's prior written consent, make 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.
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 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.
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 no mention is made in the contract, 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.
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.
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.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
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 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.
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.
SCC	No additional special conditions other than stated in the price section in this document.
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.
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 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.
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 time 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 Authority will, at the discretion of the Accounting 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 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 ten (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.
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 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.
GCC32	Taxes and duties

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
SCC	No special condition applicable, unless specified elsewhere in this document.
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.
SCC	No special condition applicable, unless specified elsewhere in this document.
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.1 - PRICING

PRICING INSTRUCTIONS

1.	Applicable currency: All prices shall be quoted in South African Rand.
2.	<p>Completion of pricing schedule: Bidders shall complete the pricing schedule in full, inserting all the information required therein, namely, the cost of hardware labour, maintenance and data connectivity.</p> <p>In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SAIAB issued pricing schedule.</p>
3.	<p>Price Quotation Basis: prices quoted must be inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods. Where imported goods/services are to be used, and pricing is subject to exchange rate fluctuations, the exchange currency against the Rand must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.</p>
4.	<p>Submission of pricing: bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to bids@saiab.nrf.ac.za. The pricing folder must be clearly labelled as such. (See Annexure B: Electronic Bid Submission – Guideline for Bidders)</p>

BID PRICE SCHEDULE (SBD 3.1)

(Submit pricing in separate password protected, unzipped electronic folder)

	QTY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE Incl. VAT
1	1	Set of three floor tracks to accommodate banks of shelving 4650mm wide x 30000mm long	each		
2	4	Static bases with double back-to-back shelves over, size 972mm wide x 4535mm long	each		
3	1	Static base single shelf, size 465mm wide x 4650mm long	each		
4	20	Mobile base with double back-to-back shelves over, size 972mm x 4535mm long	each		
5	1	Installation costs			
Total Price is determined by multiplying quantity by unit price for all line items					
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE) Incl VAT				R	
Exchange rate used at time of pricing schedule if applicable					

PART C – RETURNABLE SCHEDULES

INVITATION TO BID (SBD 1)			
Bid number		NRF/SAIAB/43/2022-23	
Closing date and time		Friday, 18 November 2022 at 11.00AM	
The NRF recognises the date and time as recorded on its systems for closure purposes.			
SUMMARY OF BID REQUIREMENTS			
INSTALLATION OF MOBILE SHELVING ON 1ST FLOOR OF THE SAIAB COLLECTION BUILDING. THE CONTRACT DURATION IS 6 (SIX) MONTHS FROM SIGNING OF CONTRACT			
Bid submission method:		<p>Electronic submissions must be sent to bids@saiab.nrf.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions must be in searchable PDF format.</p> <p>The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.</p> <p>Bidders are to send an email to bids@saiab.nrf.ac.za post submission with the password to their financial envelope. Receipt will be confirmed by SAIAB via email.</p>	
Compulsory briefing session:		<p>A compulsory site briefing session will be held.</p> <p>Date: 2 November 2022 at 11:00 AM</p> <p>Venue: SAIAB building, Somerset street, Makhanda</p>	
Two envelope system		Yes	
Price validity period from date of closure		Ninety (90) days	
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 Status	Compliance	Tax Compliance System PIN		OR	Central Supplier Database No. MAAA										
B-BBEE Status Level Verification Certificate		Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit											
				Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> 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 the goods/services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/works offered?											
				<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]											
<table border="1"> <tr> <td>Is the entity a resident of the Republic of South Africa (RSA)?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have a branch in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have a permanent establishment in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Does the entity have any source of income in the RSA?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> <tr> <td>Is the entity liable in the RSA for any form of taxation?</td> <td><input type="checkbox"/>Yes <input type="checkbox"/>No</td> </tr> </table>						Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).															
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 provided – (not to be re-typed) or in the manner prescribed in the bid document.														
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.														
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.														
5.	The specification will form part of the contract.														
TAX COMPLIANCE REQUIREMENTS															
1.	Bidders must ensure compliance with their tax obligations.														
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided														
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .														
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .														
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/PIN/CSD number.														

6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.
----	---

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 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

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.

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

SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

NB: Before completing this form, bidders must study the general conditions, definitions, and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1 General conditions

1.1 The following preference point systems are applicable to all bids:

- 1.1.1 The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2 The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)
- 1.1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

- 1.2 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.3 The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

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

80/20:	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10:	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
--------	---	----	--------	---

Where P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

- 1.5 Points awarded for B-BBEE status level of contributor

- 1.5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Number of points (90/10 system)	10	9	6	5	4	3	2	1	
Number of points (80/20 system)	20	18	14	12	8	6	4	2	

2 Bid declaration

- 2.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL	Level:
B-BBEE POINTS CLAIMED	Points

- 2.2 Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

3 Sub-contracting

- 3.1 Will any portion of the contract be sub-contracted? (Tick applicable box)

YES		NO	
-----	--	----	--

- 3.2 If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....

- 3.3 Whether the sub-contractor is an EME or QSE? (Tick applicable box)

YES		NO	
-----	--	----	--

- 3.4 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME✓	QSE✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

4 Declaration with regard to company/firm

4.1 Name of company/firm:

4.2 VAT registration number:

4.3 Company registration number:

4.4 Type of company/ firm (Tick applicable box)

TYPE	Tick applicable box
Partnership/Joint Venture /Consortium	
One person business/sole proprietor	
Close corporation	
Company	
(Pty) Limited	

4.5 Describe principal business activities

.....

4.6 Company classification (Tick applicable box)

TYPE	Tick applicable box
Manufacturer	
Supplier	
Professional service provider	
Other service providers, e.g. transporter, etc.	

4.7 Total number of years the company/firm has been in business:

5 Bidder declaration

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Table 1a. Minimum local contents for Steel Value-added Products

Description of services, works or goods	Local content threshold
---	-------------------------

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Fabricated structural steel	100%
Joining/connecting components	100%
Fasteners	100%
Wire products	100%

Table 1b. Minimum local contents for Primary Steel Products

<u>Description of services, works or goods</u>	<u>Local content threshold</u>
Plates (>4,5mm thick, supplied in flat pices	100%
Sheets (<4.5mm thick, supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections(Channels;Angles;l-beams and H-beams)	100%
Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1. The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D, and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to update continuously Declarations C, D, and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

Do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - a. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration C, D and E.

- (d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

REFERENCE LETTER FORMAT

Referee Letterhead (Copy and paste this reference letter onto referee company latterhead)

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number: NRF/SAIAB/43/2022-23

Bid Description: Installation of Mobile Shelving on 1st floor of the SAIAB Collection Building.

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Project performance/time management			
Quality of workmanship			
Quality of goods supplied			
Resources: Personnel			
Co-ordination with other services			
Occupational Health & Safety compliance			
Satisfaction with the work done			
Delivery scheduling			
Other comments			
Approximate value of contract			

Would you use the provider again? ☐ YES ☐ NO

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

BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature herein, that –

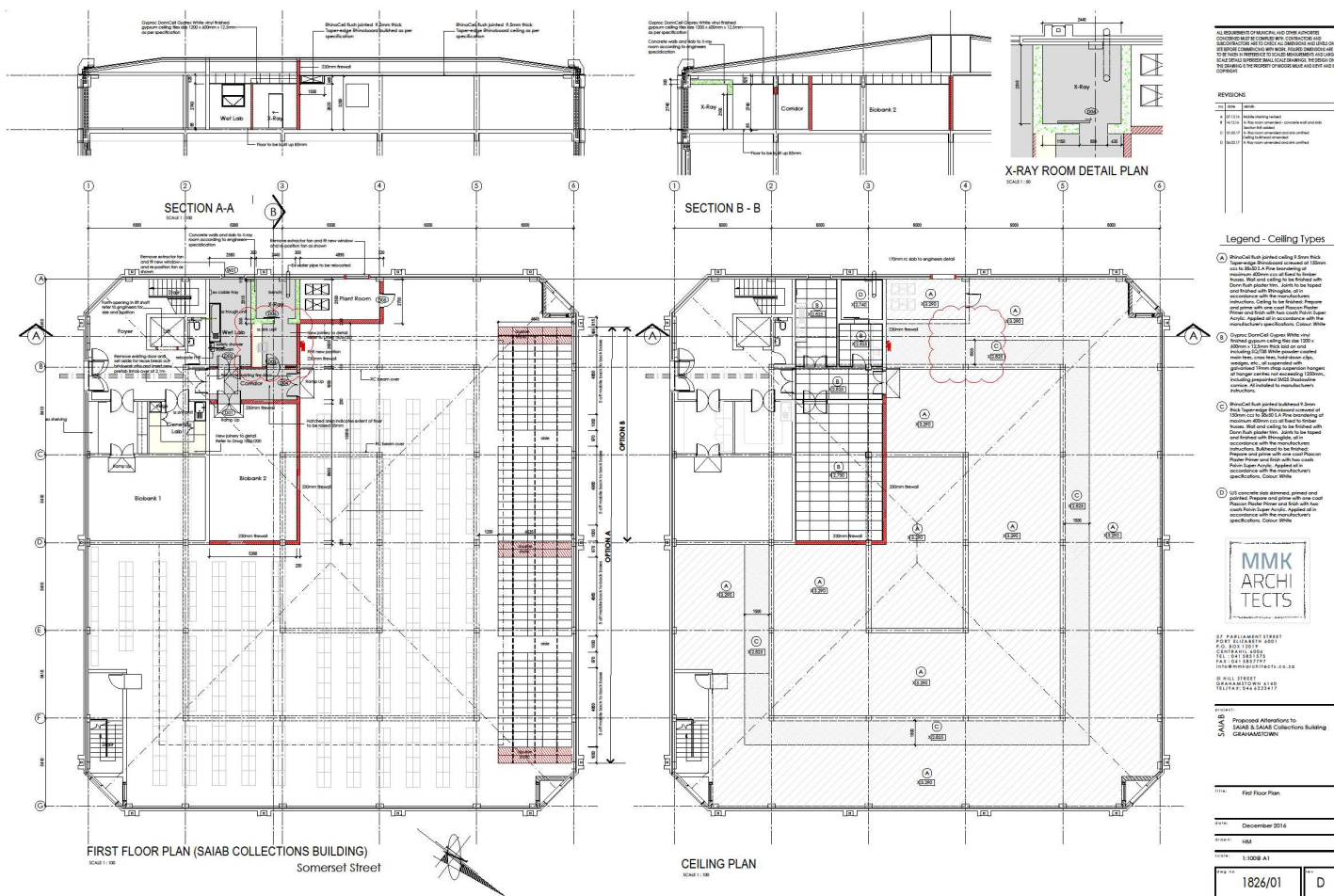
- (i) I have read and accepted each page in this document including any annexures attached to this document.
- (ii) I undertake to supply all the goods, works, and services described in this bid invitation to SAIAB in accordance with the requirements and specifications stipulated herein, at the prices quoted.
- (iii) I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk.
- (iv) My offer remains binding upon me and open for acceptance by NRF Corporate during the validity period indicated and calculated from the closing time of bid invitation.
- (v) Should the tender be awarded to me, I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions.
- (vi) During the bidding period I did not have access to any proprietary information of SAIAB or the NRF, or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).
- (vii) I confirm that I am duly authorised to sign this offer/ bid response.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)

ANNEXURE A: DRAWINGS



ANNEXURE B - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

Conditions for electronic submissions: This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:³

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

PRESCRIPTS

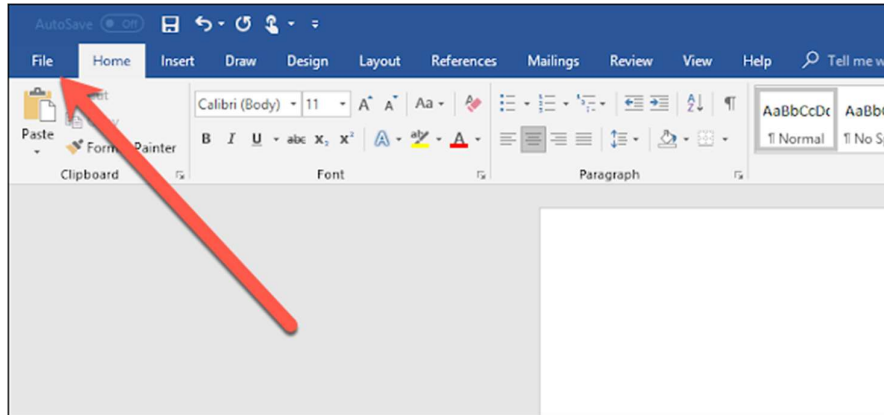
- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **Two envelope system:** All bidders documents must be submitted to the email address specified on the NRF bid document and however the password to the password-protected pricing file must be submitted to a separate email stated in the email specified in the bid document.
- The NRF email size limit is 4MB, bidder must ensure that their submission is no bigger than this limit.
 - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
 - The password for pricing file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

³ SANS 10845-1 paragraph 4.7

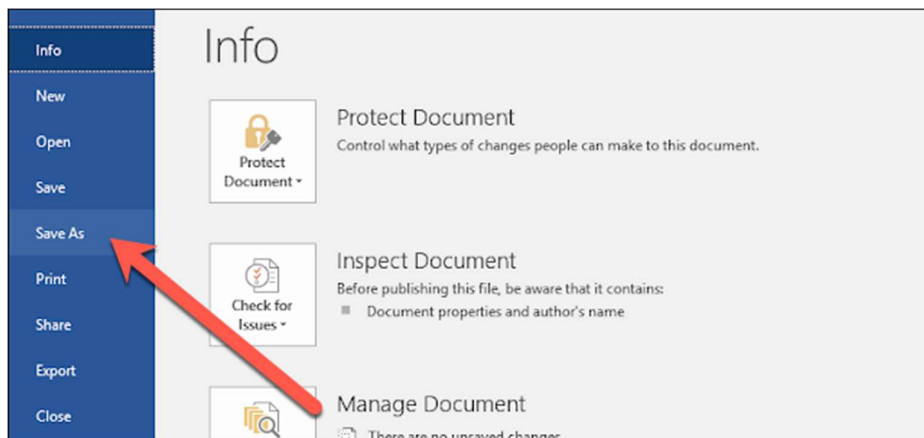
GUIDELINES

Converting to pdf

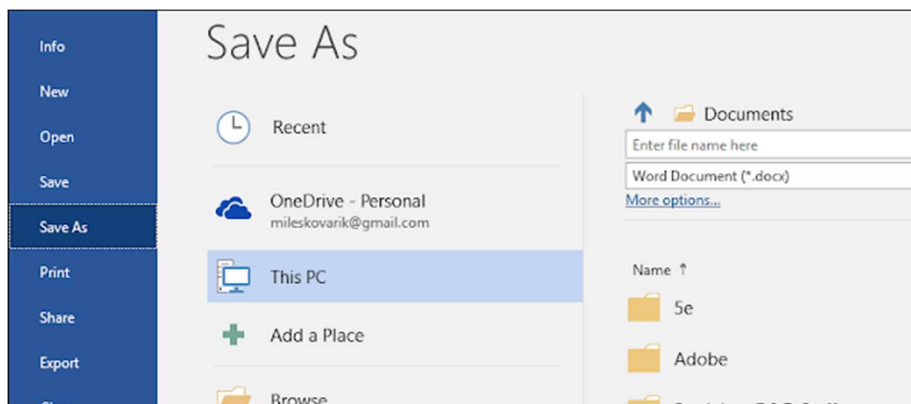
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the “File” tab.



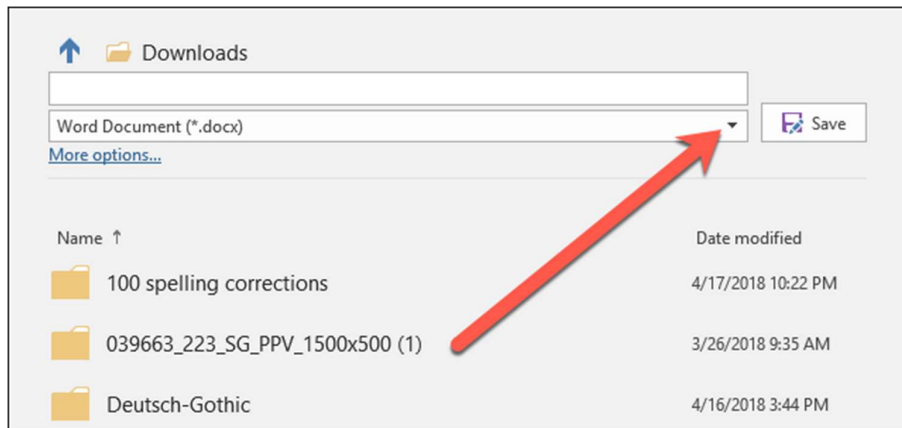
- On the backstage screen, select “Save As” from the list on the left.



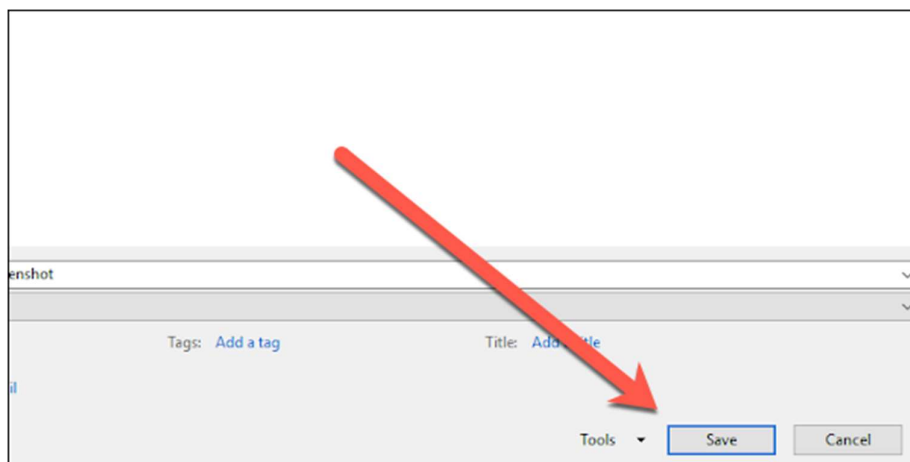
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (*.pdf)” from the dropdown menu.



- If you want to, you can change the filename at this time. When you're ready, click the “Save” button.

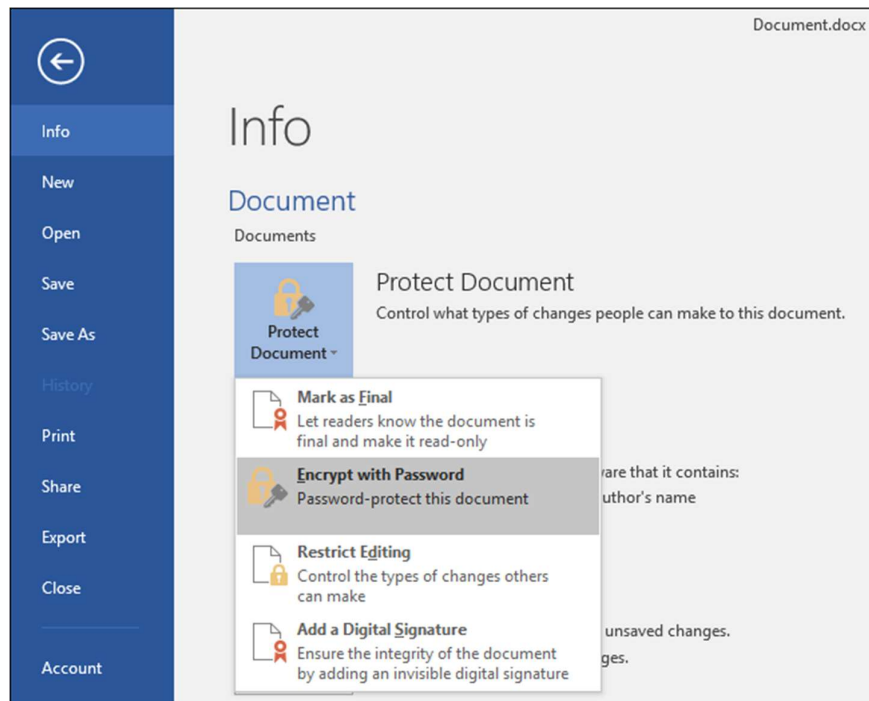


- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

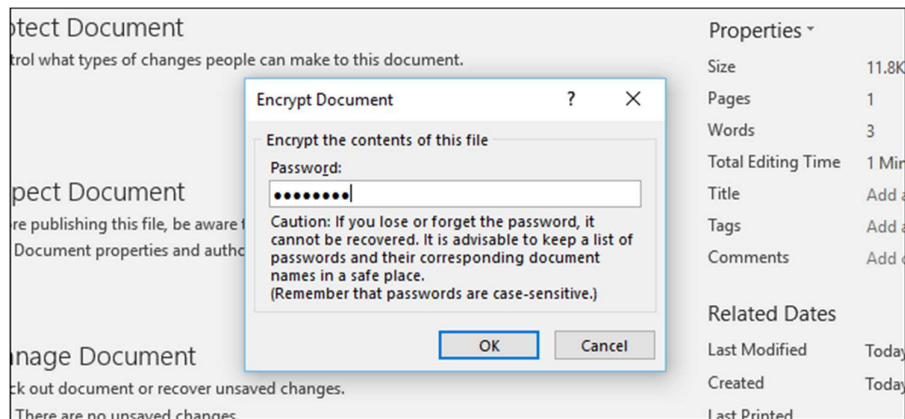
Password protecting files

- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the “File” menu at the top-left corner of the screen. On the Info pane, click the “Protect Document” button and select “Encrypt with Password.”
- The button is only named “Protect Document” in Microsoft Word, but it's named something similar in other apps. Look for “Protect Workbook” in Microsoft Excel and “Protect Presentation” in Microsoft PowerPoint. In Microsoft Access, you'll just see an “Encrypt with Password” button on the Info tab. The steps will otherwise work the same.

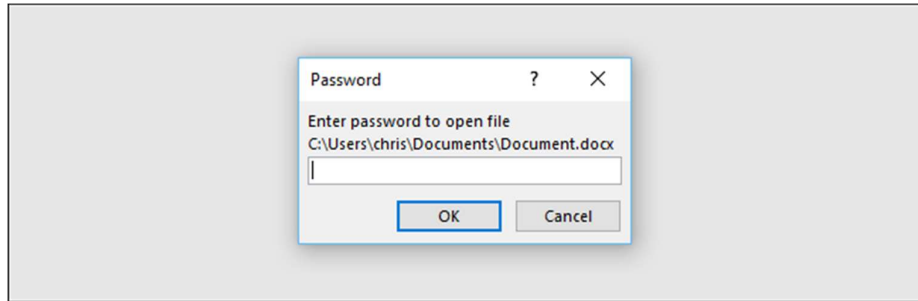
- NOTE: If you only want to restrict editing of the document, you can choose “Restrict Editing” here, but as we said, that is not very secure and can easily be bypassed. You’re better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



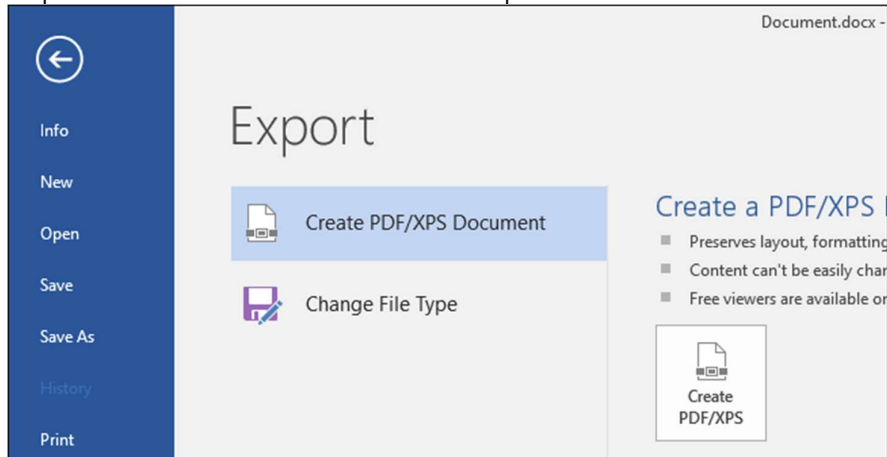
- When a document is encrypted, you'll see the “A password is required to open this document” message on the Info screen.
- The next time you open the document, you'll see an “Enter password to open file” box. If you don't enter the correct password, you won't be able to view the document at all.



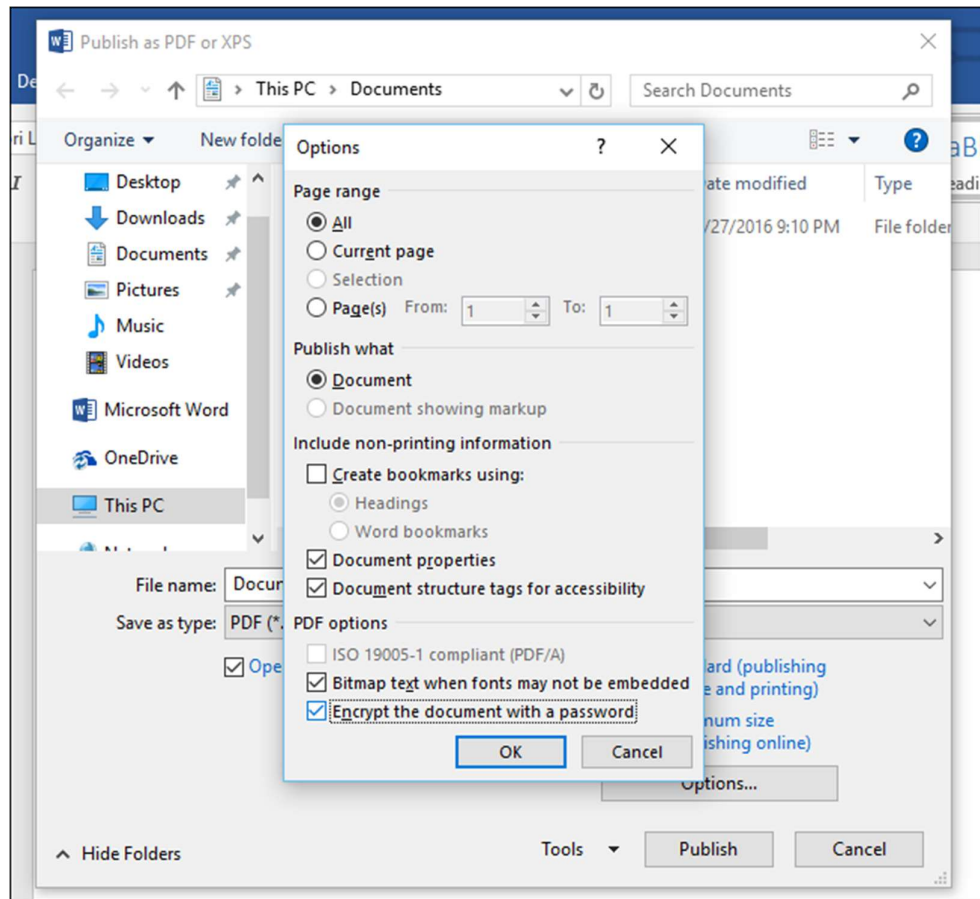
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

How to Create a Password Protected PDF File

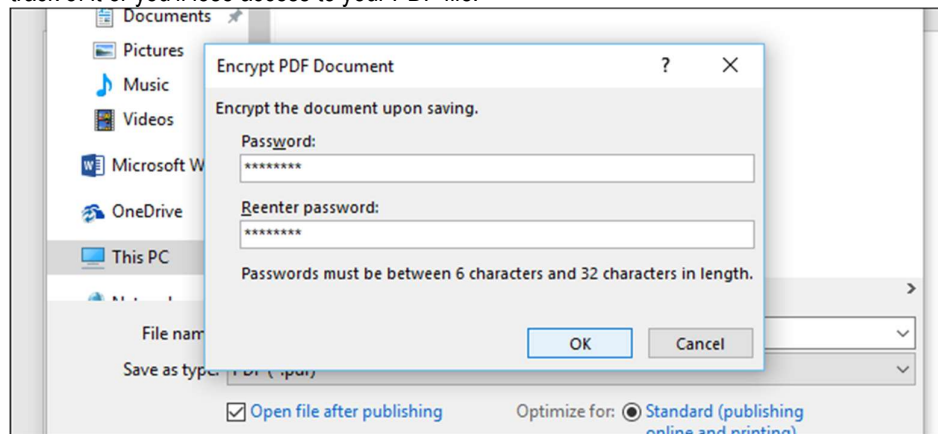
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and select “Export.” Click the “Create PDF/XPS” button to export the document as a PDF file.



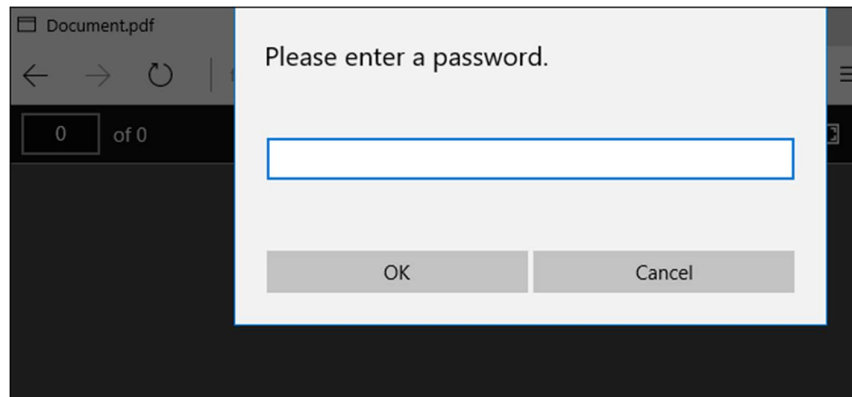
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



Zipping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.

ANNEXURE C - LOCAL CONTENT DECLARATION (SEE EXCEL SHEET PROVIDED)

Annex C										SAT5 1286.2011	
Local Content Declaration - Summary Schedule											
(C1)	Tender No.									Note: VAT to be excluded from all calculations	
(C2)	Tender description:										
(C3)	Designated product(s)										
(C4)	Tender Authority:										
(C5)	Tendering Entity name:										
(C6)	Tender Exchange Rate:	Pula		EU		GBP					
(C7)	Specified local content %										
Calculation of local content											
Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R 0		
								(C21) Total Exempt imported content	R 0		
								(C22) Total Tender value net of exempt imported content	R 0		
								(C23) Total Imported content	R 0		
								(C24) Total local content	R 0		
								(C25) Average local content % of tender			
Signature of tenderer from Annex B _____											
Date: _____											

ANNEXURE D – DATA SHEET OF THE EQUIPMENT OFFERED IN RESPONSE TO THE SPECIFICATION

Installation of mobile shelving units in the first floor of the Collection building (refer to Annexure A for the layout):

#	QTY	DETAILS
1	1	Set of three floor tracks to accommodate banks of shelving 4650mm wide x 30000mm long
2	4	Static bases with double back-to-back shelves over, size 972mm wide x 4535mm long
3	1	Static base single shelf, size 465mm wide x 4650mm long
F4	20	Mobile base with double back-to-back shelves over, size y 972mm x 4535mm long

Work requirements:

	Specify (Yes/No)	Compliance
<ul style="list-style-type: none"> The upper floor is partly in use and so the work area needs to be intrinsically safe in order to comply with Zone 1 requirements. These shuttered areas will need to be accessed and so will require a basic doorway for access. (<i>Zone 1: An area in which an explosive gas atmosphere is likely to occur in normal operation</i>) 		
<ul style="list-style-type: none"> Also we have a left over double mobile from our last order which will need to be fitted in with the other shelves – so the new shelves should be compatible/same design as that 		

Mobile racking requirements:

	Specify (Yes/No)	Compliance
a. Tracks shall be fitted complete to the existing concrete floor to a perfectly level finish.		
b. The Supplier will be responsible for accurately saw cutting through and neatly removing existing screeds for the installation of tracks to the top of the concrete floor slab structure.		

c. After setting up and fixing in position, tracks are to be grouted fast along their full length on a bed of Sika 212 or equivalent approved non-shrink cementitious mortar.	
d. Screeded floors shall be made good with Sika Monotop 615 or equivalent approved re-profiling mortar up to edges of tracks.	
e. The concrete floorslab structure is set 30mm to 35mm below the finished screeded floor level.	
f. The shelving units must be capable of carrying a minimum load of 20kg/m2 per shelf (Inclusive 10% of safe load equivalent to 22kg/m2 per shelf).	
g. Shelving is broken into two bays by a static unit.	
h. Shelves must be six tier open shelf units 2075mm high.	
i. The top tier shelf must have a restraining upstand along all edges.	
j. The bidder must provide for manual crank operated chain driven mobile units.	
k. The Bidder must provide with his submission the total square meter area of shelving achieved by their design proposal.	
<u>Materials</u>	Specify Compliance (Yes/No)
a. Steel structure type must be hot or cold rolled profiles.	
b. Steel grade must be specified by the Bidder.	
<u>Manufacturing</u>	Specify Compliance

	(Yes/No)
a. All welding must be performed by certified workers. b. The ends of all tubular components must be sealed.	
c. The length of all bolts must not be longer than necessary.	
d. The ends of all tracks must be closed.	

ANNEXURE E – NRF/SAIAB HEALTH & SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) AGREEMENT

Special Conditions and Protocols to be complied with as part of the Contract with SAIAB. These conditions are subject to the Terms and Conditions of the GCC.

1. PURPOSE

1.1 The purpose of this document is to:

- 1.1.1 Outline the NRF/SAIAB Health and Safety Specifications and establish an Agreement between the Mandatory and the Client, that being NRF/SAIAB, for a stipulated contract or agreement period for the delivery of services and / or goods.
- 1.1.2 Ensure effective communication of the requirements for the safe work practices to contractor under contract and subcontract to NRF/SAIAB.
- 1.1.3 Ensure better co-ordination and management of Contractors at NRF/SAIAB.
- 1.1.4 Provide guidance of the minimum requirements for the safe systems of work and practices for contractors.
- 1.1.5 Ensure and clarify NRF/SAIAB personnel's different roles and responsibilities with regard to Contractor management.

2. DEFINITIONS

- 2.1 **Mandatory / Mandatories:** Shall refer to Contractors, Sub-Contractors, Agents and their employees.
- 2.2 **OHSA:** Occupational Health and Safety Act, no. 85 of 1993.
- 2.3 **CLIENT:** National Research Foundation (NRF), acting through its National Facility, South African Institute for Aquatic Biodiversity(SAIAB).
- 2.4 **COIDA:** Compensation for Occupational Injuries and Disease Act, no. 130 of 1993
- 2.5 **CONTRACT:** The contracting agreement which governs the deliverables of goods and services between the Client and the Mandatory.
- 2.6 **SHER Department:** Safety, Health, Environmental and Risk Department.
- 2.7 **Zone 1:** An area in which an explosive gas atmosphere is likely to occur in normal operation
- 2.8 **GNR:** Government Notice Regulations
- 2.9 **PPE:** Personal Protective Equipment
- 2.10 **Noise Zone:** any work area where noise levels exceed 85 dB(A) in accordance with the OHSA, Noise-Induced Hearing Loss Regulations, GNR 307 of 7 March 2003

- 2.11 **HIRA:** Hazard Identification and Risk Assessment
- 2.12 **HCA:** Hazardous Chemical Agent
- 3. **ROLES AND RESPONSIBILITIES**
 - 3.1 It is the responsibility of SHER to periodically review the system and the procedure.
 - 3.2 It is the responsibility of each person employing / appointing / controlling Contractors to comply with this procedure.
 - 3.3 It is the responsibility of the NRF/SAIAB SCM / Project manager / Bid committee to ensure that orders are only placed with Contracting Companies who:
 - 3.3.1 Have a satisfactory safety performance history and Complies with the OHSA.
 - 3.3.2 Have the necessary skills and expertise to carry out the work.
 - 3.4 It is the responsibility of the NRF/SAIAB Project manager to clearly define the scope of work to be done.
 - 3.5 It is the responsibility of the SHER /Project manager to:
 - 3.5.1 Ensure the Safety file and all the relevant documentation is received and checked
 - 3.5.2 Ensure the Contractor and the Contractor's employees have all received safety induction.
 - 3.5.2 Ensure validity of COID registration and Letter of Good standing
 - 3.5.3 Issue the Contractor with the Contractor Work Permit and ensure all other relevant permits to work are issued before work commences.
 - 3.5.4 Inform the Contractor of hazards likely to affect the health and safety of the Contractor's employees.
 - 3.5.5 Ensure the Contractor and sub-Contractors comply with this agreement.
 - 3.5.6 Do frequent visual inspections/Audits on-site to ensure compliance.
 - 3.5.7 Oversee the wearing of applicable PPE at all times whilst contractors are performing activities at SAIAB' premise.
 - 3.6 It is the responsibility of the Mandatory:
 - 3.6.1 Ensuring PPE is provided to contracted employees as identified in the Risk Assessment or method statement
 - 3.6.2 Ensure this procedure are complied with by all his/her employees
 - 3.6.3 Ensure they have the necessary competencies and resources to carry out the work safely and all employees are trained, competent and legally appointed
 - 3.6.4 Ensure fall protection plan when working at heights are in place.
 - 3.6.5 Ensure WI's are available for High-risk work before commencing work.

- 3.6.6 Ensure method statements is available in accordance to the scope of work.
- 3.6.7 Ensure a risk assessments (HIRA's) is conducted for all tasks
- 3.6.8 Ensure the list of Hazardous chemical agent and copies of SDS of HCA's to be used during the contract, are handed in to SHER for review.
- 3.6.9 Ensure tools and equipment are in good condition and safe to use (where required, on registers e.g. PPE, ladders, scaffolding etc.).
- 3.6.10 Ensure licenses and permits are available when required.

4. **OHSA 37(2) AGREEMENT**

- 4.1 In terms of this Agreement, the Mandatary shall familiarize him / herself with the working Environment and Premises and that he / she agrees to the Arrangements and Procedures, as prescribed by the NRF/SAIAB, and as prescribed in terms of Section 37(2) of the OHSA, for the purpose of compliance with the OHSA.
- 4.2. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHSA, whereby all responsibility for health and safety matters relating to the work that the Mandatary and its Employees are to perform on the NRF/SAIAB Premises shall be the obligation of the Mandatary.
- 4.3. The Mandatary further warrants that he and/or the Employees undertake to maintain all necessary compliance with the OHSA. Without derogating from the generality of the above, nor from the provisions of this Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times strictly adhered to by himself and the Employees.
- 4.4. The Mandatary therefore undertakes to ensure that the health and safety of any person on the Premises is not endangered by the conduct and / or activities of the Employees whilst they are on the NRF/SAIAB Premises.
- 4.5 The Mandatary shall be deemed to be an employer in his own right whilst on the NRF/SAIAB Premises. In terms of Section 16(1) of the OHSA, the Mandatary shall ensure that the requirements of the OHSA are complied with by him / herself and/or his/her Chief Executive Officer.

5. **STATUTORY AND NRF/SAIAB REQUIREMENTS**

- 5.1 All Mandatories working within the premises of SAIAB, shall comply with the Regulations of the Occupational Health and Safety Act, No. 85 of 1993 and all other SAIAB requirements.
- 5.2 All Mandatories shall comply with conditions of the Compensation for Occupational injuries and Disease Act, No. 130 of 1993. All Mandatories shall be required to provide a letter of good standing with the Compensation Commission and shall be required to complete the attached form in this document as stated under **Appendices 01**.
- 5.3 All Mandatories shall be required to review, complete and agree to the terms stated in this Agreement before finalization of any contractual agreement between the Mandatary and NRF/SAIAB.

6. **GENERAL REQUIREMENTS**

- 6.1 Where reasonably practicable, a Mandatary shall be required to provide a Safety File with all relevant project and safety information pertaining to the contracted works / project in terms of the OHSA and its relevant Regulations.

- 6.2 Where Sub-Contractors are in use, the Primary Contractor shall also ensure that all Sub-Contractors under their management provide a Safety File / Safety Plan in relation to the works they shall conduct.
- 6.3 A copy of this safety file / plan will be kept with the Mandatory at all times and will be updated throughout the course of the project. The Safety File shall be available at all times for auditing by the NRF/SAIAB Project Manager, SHER Department and any Department of Labour Inspectorate.
- 6.4 All Safety Files / Safety Plans shall, as a minimum requirement, be in line with guideline as stated in this document under **Appendices 02**.
- 6.5 The SAIAB Project Manager, SHER Department and other affected Departments must authorize any work/s which could affect or interfere with any SAIAB activities. This shall be done via the issuing of an NRF/SAIAB **General Works Permit** to all Mandatories.
- 6.6 Mandatories and subcontractors shall be required to attend SHER Induction Training which will be conducted by the NRF/SAIAB SHER Team before commencement of any work.
- 6.7 Mandatories shall stay confined to their area/s of work. Any required deviation must be discussed with the NRF/SAIAB Project Manager and the SHER Department.
- 6.8 A Mandatory shall provide reasonable notification to the NRF/SAIAB Project Manager of any intention to deviate from specified work areas / work plans or requirements to enter into any areas related to the project being performed. The time periods for notification shall be agreed upon between the Mandatory and the NRF/SAIAB Project team members.
- 6.9 The NRF/SAIAB Project Team Members and the SHER Department reserve the right to conduct site inspections at any reasonable time it sees fit to ensure compliance with Contract and Safety requirements. The Mandatory is required to be available and assist during all site inspections.
- 6.10 As per Construction Regulations requirements, Section 7 (1e), Mandatories shall be required to hand over a consolidated version of the Safety File the NRF/SAIAB Project Manager upon completion and sign off contracted works.

7. SITE ESTABLISHMENT AND SAFETY SIGNAGE

- 7.1 Mandatories will be allowed to establish a work site at the NRF/SAIAB Facility only if provisions are agreed upon.
- 7.2 These areas shall be marked with appropriate signage by the Mandatory.

8. CONSTRUCTION WORKS

- 8.1 In the case where Construction Work will take place, all Mandatories shall comply with the requirements as stated in the Construction Regulations, GNR 84 of 7 February 2014 in the Occupational Health and Safety Act, No. 85 of 1993.
- 8.2 Mandatories shall be required to submit a detailed Safety File / works plan which will include all Safety programs, Risk Assessments, Legal appointments, equipment and tools lists, Personnel information and details and other relevant project requirements as per Construction Regulations noted in 8.1.
- 8.3 NRF/SAIAB reserve the right to employ the services of a Professional Agent or any other Professional appointment in terms of the Project and Construction Management Professions Act, No. 48 of 2000 and the Construction Regulations, GNR 84 of 2014.

9. **PERSONAL PROTECTIVE EQUIPMENT**

- 9.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the SAIAB site:
- 9.2 The Mandatory and/or their appointed representative is responsible for provision of the necessary protective equipment, the training of their employees in the proper use of the equipment and to ensure, where applicable, the equipment is used in its proper context.
- 9.3 The Mandatory shall ensure that all PPE damaged during the course of the employee's duties shall be replaced within 2 hours. The employee shall then be allowed to continue with that operation for which the PPE was required.

10. **TOOLS AND EQUIPMENT**

- 10.1 Mandatories shall submit a list of all **intrinsic safe portable electrical** tools and equipment to the Project Manager and SHER Department as part of their safety file submission.
- 10.2 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.
- 10.3 Mandatories must conduct daily inspections of all tools and equipment in their possession and use and provide an inspection report to that effect as part of their safety file for auditing purposes. NRF/SAIAB Project Manager and SHER Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

11. **TRANSPORT**

- 11.1 Mandatories shall ensure that all vehicles in use by them and brought onto the SAIAB premises shall be in a roadworthy condition, licensed and insured. All drivers of such vehicles will have the required license and no vehicle shall be used for passenger conveyance unless it is designed for this purpose.

12. **HAZARDOUS LOCATION (ZONE 1) AND PRECAUTIONS AGAINST FIRES**

- 12.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.
- 12.2 Proper demarcation of the work area will be done using intrinsic safe material to prevent excess temperature, arcs and sparks that can ignite.
- 12.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises.
- 12.4 All fires shall immediately be reported to the NRF/SAIAB Project Manager and the SHER Department.
- 12.5 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.

13. **INTOXICATION AND ILLNESS**

- 13.1 No intoxicating substance of any form shall be allowed on the NRF/SAIAB Premises. Any person suspected of being intoxicated shall not be allowed on the premises.

- 13.2 Any person required to take medication, which may affect sobriety, shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 13.3 The Mandatory shall ensure that none of his/her employees report to the site while ill to such a degree where their own Health, Safety and wellbeing is jeopardized and where risk to other personnel may also exist.

14. **FIRST-AID**

- 14.1 The Mandatory will be required to have their own First-Aider/s appointed for the duration of the project. These First-Aiders must be in possession of a valid First-Aid Certificate.
- 14.2 The Mandatory must have a first-aid box in their possession at all times that is compliant with the General Safety Regulations, no. 3 and its relevant annexure.

15. **HOUSEKEEPING AND WASTE MANAGEMENT**

- 15.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.
- 15.2 The NRF/SAIAB Technical supervisor and SHER Department together with the appointed Contractor shall authorize areas where rubble and other waste material may be stored. This shall be done in a way that does not present a risk / hazard to personnel, interfere with any processes, obstruct movement and traffic flow and create an Environmental fallout.
- 15.3 All surplus, waste material and builders' rubble shall be removed from the premises on completion of the contract or as otherwise specified by the Project requirements / Project Manager. SAIAB reserves the right to remove such material against cost within one week after completion of the contract if the contractor fails to do so within the allotted project time frame.

16. **SECURITY**

- 16.1 Mandatories are required to report to Technical supervisor. Technical will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 16.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.
- 16.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/SAIAB SHER Department and Project Manager.

17. **PROCEDURES IN THE EVENT OF AN ACCIDENT**

- 17.1 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the OHSA, no. 85 of 1993.
- 17.2 All incidents shall be reported to the SAIAB Project Manager and the SHER Department. Copies of all documentation pertaining to the incident shall be provided
- 17.3 The Contractor shall report all injuries to the Compensation Commissioner using the required legal documentation as contemplated in the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act.

- 17.4 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour and the South African Police Services.

18. INDEMNITY AND INSURANCE

- 18.1 NRF/SAIAB shall not be held liable for any loss, damage, injury or death caused by the Mandatories and their employees. The Mandatory indemnifies NRF/SAIAB and holds it harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature which may arise at any time out of circumstance referred to in this agreement, provided that such loss, damage, injury or death is not caused by a willful act or omission or gross negligence of NRF/SAIAB.
- 18.2 The Mandatory shall therefore assume liability for any loss or damage which may be caused by the Mandatories or it's employee's negligence. The Mandatory indemnifies NRF/SAIAB from such loss or damage caused by the Mandatories breach of any terms of this Agreement.
- 18.3 The Mandatory undertakes to ensure that they carry the appropriate insurance cover as specified in the Contract, including third party public liability cover. This information will be provided to the NRF/SAIAB on demand or before any work is allowed to commence.

19. PRECAUTIONARY MEASURES

- 19.1 All Contractors must determine the degree of risks and / or hazards related to the work they have tendered for by conducting a comprehensive Risk Assessment (See Appendices 02 for guidelines) and implement the identified precautionary measures throughout the length of the contract.
- 19.2 SAIAB reserves the right to audit all processes related to Hazard and Risk Management at any reasonable time during the length of the contract.

20. FAILURE TO COMPLY WITH PROCEDURES

- 20.1 Failure to comply with the contents of this document and any provisions of the OHS Act not specifically included in this agreement could result in legal prosecution by the Department of Labour.
- 20.2 Non-compliance by the Mandatory with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the NRF/SAIAB:
- 26.2.1 The Mandatory could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by NRF/SAIAB such actions would be borne by the Mandatory.
- 26.2.2 A specific member of contractor staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Mandatory.
- 26.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Mandatory.

21. CLARIFICATION

- 21.1 If any Mandatory requires clarification on any of the terms or provisions of this agreement, it should contact the NRF/SAIAB in writing and address the query to the appropriate contact person.

22. **DURATION OF AGREEMENT / CONTRACT**

22.1 The agreement / contract shall remain in force for the duration of the work to be performed by the Mandatory and / or whilst the Employees and / or Sub-Contractors are on the NRF/SAIAB Site.

23. **HEADINGS**

23.1 The headings in this Agreement are for reference purposes only. These shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

31. **ACCEPTANCE**

I, _____ (Mandatory), by signing this document, hereby warrant that I shall bear all responsibility for adherence of all Legislation and Regulations applicable to the agreed contract work and particularly for the full and proper implementation of the provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all other Regulations without exception.

Signed

Section 16.2 Appointment (OHSA)

Date

And / or

Appointed Safety / Compliance Officer

Date

And / or

APPENDICE 01: PRIMARY / SUB-CONTRACTOR COIDA INFORMATION

Name of Firm: _____

Address: _____

Telephone: _____

Mobile: _____

E-mail: _____

Type of work being performed

Commencement date of work: _____

Completion date of work: _____

For South African Primary / Sub-Contractors Only

Is your firm registered with Compensation Commission: Yes ☐ No ☐

If yes, your membership number: _____

Number of Personnel on the premises: _____

Name of competent person on site and his contact number

Signed _____

_____ Date

Note: Attach Valid copy of Letter of Good Standing with Compensation Commission

APPENDICE 02: SAFETY FILE / SAFETY PLAN GUIDELINE FOR CONTRACTORS

1. PURPOSE

The purpose of this document is to outline the requirements for a Safety File to guide contractors on both legal and SAIAB requirements.

2. SCOPE

This shall apply to all contractors scheduled to conduct work at SAIAB which can be defined as construction or listed work in accordance with the relevant legislation.

3. DEFINITIONS

- OHSA – Occupational Health and Safety Act
- GNR – Government Notice Regulations
- Construction Work – Any work in connection with the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. Any work in connection with the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system, or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.
- Listed Work – Any work where personnel will be exposed to hazards and hazardous materials or substances and is identified by the Minister as listed work under specific conditions and/or circumstances.
- Competent Person – Any person who has, in respect of the work or task to be performed, the required knowledge, training and experience and where applicable, the qualifications, specific to that work or task.

4. RELEVANT LEGISLATION

The relevant legislation shall include but not limited to:

- The Occupational Health and Safety Act, No. 85 of 1993
- The Construction Regulations GNR 84 of 2014

5. REQUIREMENTS

A Safety File / Safety Plan should contain the following basic information in order to be legally compliant:

1. Mandatory Agreement with client (37.2 Agreement)
2. Letter of Good Standing (Workman's Compensation)
3. Health and Safety Plan
4. Emergency Plan and Procedures
5. Health and Safety Policies
6. PPE Issue Register
7. Toolbox Talks
8. Accident / Incident Investigation
9. Employee Details

- 10. Medical certificates
- 11. Proof of Competency (Certificates)

A more detailed breakdown of a Safety File is as follows. The list below serves as a guideline. The Health and Safety File must be specific to the task / job / project being performed:

- **Administrative**
 - Mandatory Agreements
 - Permit to do Construction Work (If applicable)
 - Notification of Construction Work (If Applicable)
 - Client Health and Safety Requirements
 - Letter of Good Standing (Workman's Compensation)
- **Plans**
 - SHE Plan
 - Emergency Plan and Procedures
 - Fall Protection Plan (If working at heights)
- **Policies**
 - OHS Policy
 - Smoking Policy
 - Environmental Policy
- **Risk Assessments**
 - Daily Safety Task Instructions
 - Hand Tool Operations
 - Portable Electric Tools
- **Legal Appointments (Delegation of duties)**
 - Safety Supervisor
 - Hand Tool Inspector
 - Portable Electric Tool Inspector
 - Ladder Inspector
- **Registers and Check sheets**
 - Hand Tool Register
 - Portable electric Tool Register
 - Portable Ladder Register
- **Employee Details**
 - Employee Register
 - I.D. Copies
 - Medical Certificates
 - Proof of Competence
- **Compensation for Occupational Injuries and Diseases (COID)**
 - Incident Register
 - Accident Incident Register
 - W.CI2 Document

6. RISK ASSESSMENT TEMPLATE

See Section 9 for a Risk Assessment Template which can be utilized for the completion of Base Line Risk Assessments. This template only serves as a guideline and the use of any other template is acceptable.

7. CONTRACTOR'S AGREEMENT

- All contractors are required to complete the SAIAB Contractual Obligation form before commencing any work on site.
- This form must be included in the Safety File under "Client Health and Safety Requirements"

8. REVIEW PERIOD

This procedure shall be reviewed every two (2) years or as changes to the relevant legislation take place.

9. RISK ASSESSMENT TEMPLATE (Note: this template serves as a guideline)

Company	
Performed by	
Period Performed	
Review	
SEE LAST PAGE FOR RISK RATING AND LEGEND	

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Physical			P	E	C	RR	RC		

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Chemical			P	E	C	RR	RC		

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
Psychological			P	E	C	RR	RC		

LEGEND

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
HPD	Hearing Protective Devices	RPD	Respiratory Protective Devices
MSDS	Material Safety Data Sheet	SOP	Standard Operating Procedures
OHS	Occupational Hygiene Survey	SWP	Safe Work Procedures
PPE	Personal Protective Equipment	WRULDS	Work Related Upper Limb Disorders

Safety Risk Assessment Legend

Probability (P)		Exposure (E)		Consequence (C)	
1	unlikely to occur	1	rarely, annually, quarterly	1	Insignificant, no health effect
2	some chance	2	occasionally, monthly	2	first aid only, reversible health effect, minor
3	could occur	3	often, weekly	3	seeking medical help, temporary
4	good chance, probable	4	frequently, daily	4	irreversible health effects, permanent
5	will occur	5	continuously	5	Disabled / Fatality

Total = P + E + C		
RR	Risk Rating	
RC	Risk Classification	
11 – 15	High	Immediate action to be taken
6 – 10	Medium	Corrective action to be taken
3 – 5	Low	Adequate control, requires monitoring