

REQUEST FOR PROPOSAL (RFP)

DESCRIPTION OF SERVICES: - REQUEST FOR HAZARDOUS BIOLOGICAL WASTE REMOVAL AND DISPOSAL FOR Ithemba LABS FOR A PERIOD OF 60 MONTHS FOR Ithemba LABS OLD FAURE ROAD CAPE TOWN

RFP Number:	iThemba LABS: iLABS/RFP2021/22:14
RFP Description:	Sourcing of an approved service provider for the removal and disposal of hazardous biological, laboratory and other biological waste for proper disposal / incineration in terms of prescribed legislation.
Date of Issued:	25 October 2021
Compulsory Site Clarification Meeting Date:	Not applicable
Site Location:	iThemba LABS Old Faure Road Faure Cape Town 7131 (only email submission will be accepted)
Closing Date:	09 November 2021
Delivery Address for RFP:	(only email submission will be accepted)
For More Information (Technical):	Julian Fredericks SHE Officer RSHEQ Department

	021 843 1247 082 779 2745 julianf@tlabs.ac.za
For More Information (Supply Chain Management):	scm2@tlabs.ac.za
iThemba LABS Business Hours:	08:00 am till 16:30 pm
Date Goods/Service Required:	As in when required
Validity from Closure Date:	90 Days
Awarding of Proposal date:	November 2021
Delivery of service:	Every 2 nd Week, starting from the first Wednesday after award of the contract and continuing for a period of 60 Months. Additional Services will be as and when required.
Preferential Procurement System Applicable:	80:20 This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and any other applicable legislation

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INTRODUCTION TO THE NRF

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the AGSA on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community.

The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

1. INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS BID

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

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

2. INVITATION FOR PROPOSAL

iThemba LABS seeks to appoint a reputable Service Provider as required by National Treasury Regulations (NTRs) and Public Financial Management Act (PFMA) through an open and competitive process so that it can realise the benefits of the strategic sourcing which includes, amongst others:

- Reducing the cost of effort and administration
- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

This Request for Proposal is intended to allow the successful bidder to specify and present their skills, expertise and price for the above-mentioned services to iThemba LABS. Final acceptance of any proposal is not guaranteed, this being the exclusive right of iThemba LABS.

The purpose of this RFP is to invite proposals for the appointment of a service provider for services related to the removal of general and industrial waste streams generated at iThemba LABS Cape Town and the disposal of the collected waste at an approved waste management facility with the right to cancellation due to non – performance.

3. OBJECTIVES OF THE NATIONAL RESEARCH FOUNDATION (NRF)

The NRF receives its mandate from the National Research Foundation Act (Act No 23 of 1998). According to Section 3 of the Act, the objective of the NRF is to:

Promote and support research through funding, human resource development and the provision of the necessary facilities in order to facilitate the creation of knowledge, innovation and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the Republic.

4. OBJECTIVES OF iThemba LABS

The long-term Key Strategic Objectives of iThemba LABS are well aligned with five of the six Strategic Outcomes of the National Research Foundation (NRF) as follows:

- iThemba LABS develops and provides to its users Leading-edge Research and Infrastructure Platforms aimed at responding to the needs of the SA research community in sub-atomic science and technology, radio-biology, radio-chemistry and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.
- iThemba LABS to contribute to an Internationally Competitive and Transformative Research System through in-house and collaborative research projects and through growing the production of globally competitive research outputs our training capacity is enhanced, leading to improvement in both quality and quantity of Human Capacity Development (HCD).
- iThemba LABS further contributes to the NSI by growing and enhancing our Radionuclide Production portfolio and service offering for the health and related benefits of the SA community whilst improving cost recovery opportunities.
- iThemba LABS constantly strives to deliver transparent HR/Business/Finance processes (including Health and Safety) in line with the NRF policies in support of the operations and to facilitate Strategic Decision Making
- iThemba LABS offers an extensive range of training programmes, mainly focused on post-graduate training where our research facilities are being utilized.
- iThemba LABS engages in a variety of science outreach programmes aimed at establishing a Scientifically Literate and Engaged Society

5. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

The bidder must be registered on the National Treasury's Central Supplier Database at the closing date in order to do business with an organ of state or for the NRF to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels. National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za

SECTION 1: Process Description & Administrative Requirements.

1. Mandatory and Administrative Requirements

Pricing must be filled in on this document and can be supported by a separate proposal.

Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).

Prices supplied should be fully inclusive of all costs; value added tax, delivery charges and other taxes.

Prices must be in South African currency.

Price summary supplied in this document is firm prices.

Bidders not submitting mandatory returnable evaluation documents will not be considered for technical evaluation.

ADMINISTRATIVE DOCUMENTS (M = Mandatory and O=Optional)		
Please Tick Applicable		
Valid B – BBEE Certificate or Copy	O	YES/NO
Company Profile	M	YES/NO
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	M	YES/NO
SBD 4	M	YES/NO
SBD 6.1	M	YES/NO
SBD 6.2 (<i>Only where applicable</i>)	O	YES/NO
SBD 8	M	YES/NO
SBD 9	M	YES/NO
iThemba LABS Contractual Obligation	M	YES/NO
Resolution by the Bidder authorizing signatory. If the documents are completed and signed by the Director/Owner/Partner, the resolution is not needed, but if the documents are completed and signed by any other person, then the resolution is required - as per mandatory requirement.	M	YES/NO
Proof of address to demonstrate that the bidder's satellite office is based within 60km of iThemba LABS Old Faure Road Cape Town has been provided. (e.g. Utility Bill)	M	YES/NO
EVALUATION DOCUMENTS		
Note: Compulsory to submit all returnable documents (Where Applicable)		
Provision of Certifications / licenses / training certificates for staff providing services	M	YES/NO
Provision of certifications / licenses / documents related to vehicles to be used for the provision of services	M	YES/NO
Provision of safety plan/s for outlinning	M	YES/NO
Service / Action Plan for providing and conducting waste removal activities	M	YES/NO
Registration certificate/s as an approved waste handler	M	YES/NO
IPWIS Registration Certificate/s	M	YES/NO
Completed iThemba LABS 37.2 Agreement	M	YES/NO

2 Proposal Submission

Proposal must reach iThemba LABS before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFP No : iThemba LABS - iLABS/RFP2021/22:14

Description : Appointment of a service provider for services related to the removal of general and industrial waste streams generated at iThemba LABS

Cape Town and the disposal of the collected waste at an approved waste management facility.

Closing Date and Time :09 November 2021: 11:00 am

Closing Address : *[Refer to section 2.1]*

2.1 Delivery Instructions for Bids.

2.1.1 Delivery by Hand:

If delivered by hand, the envelope is to be deposited in the iThemba LABS Tender Box which is located at the Main Security Gate, Old Faure Road, Faure, Western Cape, 7131

2.1.2 Despatches by Courier:

If dispatch by courier, the envelope must be addressed as follows and delivered to the Tender Box and a signature obtained from the security.

iThemba LABS Cape Town
Main Security Gate
Tender Box
Old Faure Road
Faure
Western Cape
7131

2.2 Please note that this RFP closes punctually at 11:00 am on 09 November 2021. No late bids will be accepted.

2.3 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE." This included bids that are delivered late.

2.4 No email or facsimile responses will be considered, unless otherwise stated herein.

2.5 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

2.6 iThemba LABS shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.

2.7 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

2.8 iThemba LABS business hours are between 08h00 and 16h30.

2.9 Each proposal shall be valid for a minimum period of ninety (90) days calculated from the closing date.

2.10 All proposals are to be sealed. No open proposals will be accepted.

2.11 All documentation to be included:

- **PART 1:** Technical Proposal: RFP No.: iThemba LABS –

- **PART 2: Pricing Proposal, B-BBEE and other Mandatory Documentation:**

- 2.12 Proposals submitted by companies must be signed by a person or persons duly authorised. If the documents are completed and signed by the Director/Owner/Partner, the resolution is not needed, but if the documents are completed and signed by any other person, then the resolution is required - as per mandatory requirement.

3. Awarding of Request for Proposal and Appointment of Bidder.

- 3.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.
- 3.2 iThemba LABS will award the contract to qualified bidder(s) whose proposal is determined to be the most advantageous to iThemba LABS, taking into consideration the Technical (Functional) Solution, Price and B-BBEE.

4 Evaluation Process.

4.1 Evaluation of proposals:

All proposals will be evaluated by an evaluation team and SCM for administrative compliance, Functionality, Price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, iThemba LABS will approve the awarding of the contract to successful bidder.

4.2 Evaluation process will be followed:

- The first phase includes evaluation of administrative requirements and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after the technical phase has been adjudicated and accepted.

Preference points system:

- The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. If all bids received are more than R500k, the proposal will be cancelled and re-issued.

4.3 Pricing Proposal:

- 4.3.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal.
- 4.3.2 Price needs to be provided in South African Rand (incl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated. Companies to indicate if not VAT registered where applicable
- 4.3.3 Only firm prices* will be accepted during the bid validity period. Non-firm prices** (including prices subject to rates of exchange variations) will not be considered.

5 Appointment of Bidder

- 5.1 Appointment as a successful bidder shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement iThemba LABS reserves the right to appoint an alternative supplier.
- 5.2 Awarding of contracts will be announced on iThemba LABS website and regret letters will be sent to unsuccessful bidders.

6 Communication.

- 6.1 Bidders are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.
- 6.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.
- 6.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at scm@tlabs.ac.za on any matter relating to its RFP proposal.
- 6.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

8 Compulsory Site Meeting

- A site meeting will not be held.
- Bidding documentation will be provided at the site meeting and can also be downloaded from our website (www.tlabs.ac.za/administration/supply chain management/bids).

SECTION 2: BACKGROUND

2.1 Background

iThemba LABS has identified a need to improve its business operations to cater for the needs and expectations of its customers and employees. To achieve this, an efficient and effective technical infrastructure should be in place to enable core business to achieve objectives. Based on its technological competency, Facilities Management is the internal business partner to provide these essential services. Due to the complex nature of some of these services, it is not possible to offer all services in-house, hence the need to outsource other services to external service providers.

Service Required: - Appointment of a service provider for services related to the collection and removal of general and industrial waste streams generated at iThemba LABS Cape Town and the disposal of the collected waste at an approved waste management facility.

The service provider must ensure that all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations). The service provider must also submit a Health and Safety File after site establishment.

SECTION 3: SPECIFICATIONS

SPECIFICATIONS FOR HAZARDOUS BIOLOGICAL WASTE REMOVAL AND DISPOSAL

Purpose

The purpose of this document is to prescribe the requirements for the removal and disposal of hazardous biological, laboratory and other biological waste for proper disposal / incineration in terms of prescribed legislation.

Scope

This agreement shall apply to the iThemba LABS Site in Faure / Eerste River, Cape Town.

Affected Areas

This document applies to the waste streams generated by the following areas:

- 1) Radionuclide Production Department
- 2) Radiation Biophysics
- 3) Occupational Health Clinic
- 4) Main Kitchen Facility
- 5) Ablution Facilities

Applicable Waste Streams

The following waste streams are generated by the areas above:

- 1) **Sharps:** needles, scalpel blades, hypodermic needles, syringes (with or without attached needles) and needles with attached tubing
- 2) **Other sharps:** Pasteur pipettes, disposable pipettes, razor blades, blood vials, test tubes, pipette tips, broken plastic culture dishes, glass culture dishes and other types of broken and unbroken glass waste (including microscope slides and cover slips) that may have been in contact with infectious material.
- 3) **Soiled or contaminated items:** any waste that has come into contact with or mixed with infectious waste that cannot be considered as hazardous chemical waste or radioactive waste i.e. bandages, plasters, swabs, tubing, etc...
- 4) **Cultures and stocks:** Agents infectious to humans and associated biologicals, waste from biological production, live and attenuated vaccines and anything used to contain, mix or transfer agents. This includes but is not limited to petri dishes, pipettes, pipette tips, microtiter plates, disposable loops, Eppendorf's and toothpicks.
- 5) **Spilled Substances:** Any material collected during or resulting from the cleanup of a spill of hazardous biological waste.
- 5) **Used Personal Protective Equipment** such as disposable gloves, masks, overalls and dustcoats
- 6) **Expired or contaminated medication** and other similar pharmaceutical items.
- 7) **Expired Foodstuffs** (Waste will be collected from areas of production and placed at a central point for collection as and when required)
- 8) **Sanitary Towel waste** (Waste will be collected from areas of production and placed at a central point for collection as and when required)

Exclusions

Hazardous Chemical Waste, Flammable and Explosive substances and Radioactive Waste materials will be excluded as items to be removed and disposed of.

Additional Services

The successful service provider will be required to provide waste receptacles as and when required for the collection and safe storage of the above-mentioned applicable waste streams. These receptacles are as follows (but not limited to)

- 1) Sharps Containers (of varying sizes) with appropriate hazardous biological substance signage
- 2) Medium and large boxes together with plastic liner with appropriate hazardous biological substance signage
- 3) Plastic liners of acceptable quality and appropriate micron thickness with appropriate hazardous biological substance signage (red in colour)

Legislation Requirements

The service provider must abide by the requirements of the following legislation:

- 1) The National Road Traffic Act, no. 93 of 1996: Chapter VIII - Transportation of dangerous Goods and Substances by Road
- 2) SANS 10231 (2010): Transport of dangerous goods - Operational requirements for road vehicles
- 3) Occupational Health and Safety Act, no. 85 of 1993: Regulations for Hazardous Biological Agents
- 4) National Environmental Management Act: no. 107 of 1998 (NEMA)
- 5) National Environmental Management: Waste Act no. 59 of 2008

The service provider must provide the following certifications / registrations to be considered:

- 1) IPWIS Registration: <http://ipwis.pgwc.gov.za/ipwis3/public>
- 2) Proof of registration as an Official Waste Management Service Provider.

Health and Safety Requirements

The successful Service Provider will be required to:

- 1) Provide a Safety File / Method Statement regarding the waste removal processes
- 2) Complete the iThemba LABS 37.2 agreement (OHSA, no. 85 of 1993)

Process

- 1) Service providers are to supply the appropriate receptacles for the waste type generated.
- 2) They are to retrieve the receptacles as per an agreed upon schedule (once every second week on a Wednesday).
- 3) Vehicles used to transport waste are to be outfitted as per legislative requirements for the transport of hazardous biological waste.
- 4) Drivers of such vehicles are to be trained in the proper handling, packing and transportation of hazardous biological waste. The use of personal protective equipment is a must.
- 5) The service provider must use an approved method of disposal i.e. incineration, for all waste collected and must provide a letter of good standing from the relevant authority.
- 6) A certificate of safe disposal must be provided by the service provider after the disposal of every waste pickup for the month.
- 7) iThemba LABS reserves the right to audit the removal and disposal process at any time

PRICING SCHEDULE

TOTAL PRICE FOR YEAR 1 (Inclusive of all items above)	R
TOTAL PRICE FOR YEAR 2 (Inclusive of applicable escalations and taxes)	R
TOTAL PRICE FOR YEAR 3 (Inclusive of applicable escalations and taxes)	R
TOTAL PRICE FOR YEAR 4 (Inclusive of applicable escalations and taxes)	R
TOTAL PRICE FOR YEAR 5 (Inclusive of applicable escalations and taxes)	R
TOTAL PRICE FOR ALL 5 YEARS (Inclusive of applicable escalations and taxes)	R

1. EVALUATION CRITERIA (Functionality)

Responsive bids will firstly be evaluated on functionality. The minimum score for functionality is 60% and a bidder who scores below this minimum will be disqualified automatically from further evaluations.

Competence Criterion	Key Aspects of Criterion	Points Allocation		Total Points
Suitability	Experience of the service provider in related Services	No submission	0	10
		Five Years	7	
		More than Five Years	10	
	Previous and current clients reference letters showing Capability in providing these similar Services. List of written references under the annexure.	No submission	0	20
		Three written reference under annexure submitted	17	
		More than Three written reference under annexure submitted	20	
	The value of the contracts rendered.	No submission	0	20
		Below R100K	2	
		Between R100K and R400K	4	
		Between R500K and R900K	6	
		R1 Million and Above	10	
Competence Criterion	Key Aspects of Criterion	Points Allocation		Total Points
Capability of staff to be used	CV and experienced of service technician who will deliver monthly service. Minimum 5 Years' Experience.	No submission	0	50
		Between 5 and 6 Years'	20	
		Between 7 and 9 Years' experience in _____	30	
		Ten and more Years in _____	50	
Total				100

1. REFERENCE LETTER ANNEXURE

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	<u>Referee Legal Name</u>		
<u>REFERENCE ON COMPANY:</u>			
Bid Number:	iThemba LABS – iLABS/RFP2021/22:14		
Bid Description:			
Describe the service/work the above bidder provide to you below			
Criteria	Needs improvement	Meets requirements	Exceeds requirements
Professionalism			
Customer centricity			
Turnaround times on Emergency Call Outs			
Knowledge, understanding and experience in the Waste Management Industry.			
Experience in Waste Management Services			
An understanding of the relevant regulatory processes applicable to Waste Management			
Administration and action of waste management plans and provision of legal documentation related to waste disposal processes.			
Overall Impression			
No. of times used in past year		Would you use the	YES/NO

		provider again?															
<table border="1"> <tr> <td>Completed by:</td> <td></td> </tr> <tr> <td>Signature:</td> <td></td> </tr> <tr> <td>Company Name:</td> <td></td> </tr> <tr> <td>Contact Telephone Number:</td> <td></td> </tr> <tr> <td>Date:</td> <td></td> </tr> <tr> <td colspan="2"></td> </tr> <tr> <td>Company Stamp:</td> <td></td> </tr> </table>				Completed by:		Signature:		Company Name:		Contact Telephone Number:		Date:				Company Stamp:	
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Date:																	
Company Stamp:																	

SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

The bidders are expected to provide a monthly report for the water treatment service to the potable water. The report must include the monthly product used with the amount of chemical used.

SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Minimum level
Delivery of the Waste Management Services	Collection and disposal of waste stream on a weekly basis or as per agreed time period for specialised requests.	100% Compliance to the Specifications on the RFP
Service and Activity Reports	Provision of Safe disposal certificates after disposal of collected waste at approved waste management facility	100% Compliance to the Specifications on the RFP
Appropriate waste receptacles for the storage, removal and disposal of specified waste streams	Provision of appropriate waste receptacles for the storage and removal of waste streams	100% Compliance to the Specifications on the RFP
Registration as Waste Management Service Provider	Provision of registration certificate as an approved Waste Service	100% Compliance to the Specifications on the RFP

	Provider.	
Licensing and roadworthy of vehicles	Provision of licensing and roadworthy information for vehicles to be used for the provision of services	Licence and Operating certificates
Licensing of competent personnel operating trucks and associated equipment	Provision of licencing and competency information for individuals operating trucks and associated equipment i.e. lifting equipment	Licence and Operating certificates
IPWIS Registration	Provision of IPWIS Registration Certificate and associated documentation.	100% Compliance to the Specifications on the RFP
Operational Planning / Work Plan	Provision of Operational / work plan on how services will be rendered and what corrective / continual actions are in place in the event of a service interruption event.	Provision of operation and emergency operations plans
Personal Protective Equipment and Clothing.	All personnel to be provided and use appropriate PPE.	Provision of PPE supply registers
Safety and Health Administration.	Completion of 37.2 agreement and personnel to complete iThemba LABS induction programme	Completed 37.2 agreement and proof of iThemba LABS Safety induction attendance (Training Certificates)
SERVICE PERFORMANCE LEVELS (MANDATORY)		
Service being Measured	Penalty where minimum levels are breached	
Delivery of the Waste Management Services	As stipulated on GCC 22.1	
Service and Activity Reports	As stipulated on GCC 22.1	
Appropriate waste receptacles for the storage, removal and disposal of specified waste streams	As stipulated on GCC 22.1	
Registration as Waste Management Service Provider	Letter of Non - Compliance	
Licensing and roadworthy of vehicles	Letter of Non - Compliance	
Licensing of competent personnel operating trucks and associated equipment	Letter of Non - Compliance	
IPWIS Registration	Letter of Non - Compliance	
Operational Planning/Work Plan	As stipulated on GCC 22.1	
Personal Protective Equipment and Clothing.	As stipulated on GCC 22.1	
Safety and Health Administration.	As stipulated on GCC 22.1	

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT

GCC22

22. 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.

Please visit <https://www.nrf.ac.za/procurement/General-Conditions-of-Contract> for the detailed GCC's which forms part of the binding contract which will be issued to the awarded bidder.

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the STATE ¹, or persons having a kinship with persons employed by the STATE, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the STATE, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

The Bidder is employed by the STATE; and/or

The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:

Identity Number:

Position occupied in the Company (director, trustee, shareholder, member):

Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
Name of person/ director/ trustee/ shareholder/member:	
Name of STATE institution at which you or the person connected to the Bidder is employed	
Position occupied in the STATE institution:	
Any other particulars:	
If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	

Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule.	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

PREFERENCE POINTS CLAIMED (SBD 6.1)	
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution</p> <p>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.</p>	
<p>1. GENERAL CONDITIONS</p> <p>1.1. The following preference point systems are applicable to all bids:</p> <p>1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</p> <p>1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</p> <p>1.2.</p> <p>1.2.1. The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable</p>	

1.2.2. the 80/20 preference point system will be applicable to this tender

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

1.4. 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

1.5. 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.

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

2. DEFINITIONS

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

2.2. “**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;

2.3. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

2.5. “**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;

2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7. “**prices**” includes all applicable taxes less all unconditional discounts;

2.8. “**proof of B-BBEE status level of contributor**” means:

2.8.1. B-BBEE Status level certificate issued by an authorized body or person;

2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

2.9. “**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;

2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1. B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1. If yes, indicate:

7.1.1.1.What percentage of the contract will be subcontracted.....%

7.1.1.2.The name of the sub-contractor.....

7.1.1.3.The B-BBEE status level of the sub-contractor.....

7.1.1.4.Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

7.1.1.5.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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

8.2. VAT registration number:

8.3. Company registration number :

8.4. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6. COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8. 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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. 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 –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.8.4.3. 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;

8.8.4.4. 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

8.8.4.5. forward the matter for criminal prosecution.

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

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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:

$$LC = [1 - x / y] * 100$$

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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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.

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 continuously update 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:
 - (i) 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 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has 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: _____

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

YES / NO

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:

YES / NO

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:

YES / NO

Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:

YES / NO

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium ³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this 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 the bid or to the signing of the contract.

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
	³ 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

National Research Foundation	
	<p>1. Contract Management</p> <p>1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p>2. Contract Manager</p> <p>2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.</p> <p>3. Contract Communication</p> <p>3.1. The NRF communicates all communications in writing as well as through email.</p> <p>3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.</p> <p>4. Communicating “As and When” in terms of the specific contract clauses</p> <p>4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete a B52 (Request for Order). The detailed quotation together with the signed B52 must be submitted to Supply Chain Management Office for processing;</p> <p>4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.</p> <p>4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):</p> <p>4.3.1. Purchase Order Number</p> <p>4.3.2. Contract Number</p> <p>4.3.3. Quantity</p>

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

5. Communicating where incidental services are required as listed in this document

5.1. Incidental services are specified in the incidental services clause

5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.

6. Communicating where spare parts are required as listed in this document

6.1. The spare parts services are specified in the spare parts clause

7. Performance Management

7.1. The NRF measures performance throughout the contract life.

7.2. The NRF has regular performance review with the contractor.

7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

CONTRACTED BIDDER

8. Managing the Contract

8.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

8.2. The Service Provider will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

9. Contract Manager

9.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.

10. Communication

	<p>10.1. The contracted party communicates in writing and through email.</p> <p>10.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.</p> <p>11. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</p> <p>11.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.</p> <p>12. Health and Safety Requirements</p> <p>12.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.</p> <p>12.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>12.3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>12.4. Prior to commencement of any work the contractor needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.</p>
<p>BID SUBMISSION CERTIFICATE FORM</p>	
	<p>I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.</p>
	<p>My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.</p>
	<p>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</p> <ul style="list-style-type: none"> • Invitation to Bid • Specification(s) set out in this Bid Invitation inclusive of any annexures thereto • Bidder's responses to this invitation as attached to this document • Pricing Schedule(s) including detailed schedules attached • CSD / Tax clearance letter • Declaration of Interest (SBD4); • Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate • SBD 6.2 Local Content (Where applicable) • Declaration of Bidder's past SCM practice (SBD 8) • Conditions of contract as set out in this document (GCC)
<p>I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s)</p>	

	cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)		
CAPACITY		
SIGNATURE		
Witness 1		
NAME		
SIGNATURE		
Witness 2		
NAME		

NRF/iTHEMBA LABS HEALTH AND SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) AGREEMENT

Conditions and Protocols to be complied with as part of an contract with NRF/iThemba LABS

1. PURPOSE

1.1 The purpose of this document is to:

- 1.1.1 Outline the NRF/iThemba LABS Health and Safety Specifications and establish an Agreement between the Mandatory and the Client, that being NRF/iThemba LABS, 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/iThemba LABS.
- 1.1.3 Ensure better co-ordination and management of Contractors at NRF/iThemba LABS.
- 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/iThemba LABS 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, iThemba Laboratory for Accelerator Based Sciences (iThemba LABS).
- 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 **PCMP:** Project and Construction Management Professions Act, No. 48 of 2000
- 2.7 **PrCHSA:** Project Management Construction Health and Safety Agent
- 2.8 **CHSM:** Construction Health and Safety Manager
- 2.9 **PrCHSO:** Project Management Construction Health and Safety Officer
- 2.10 **RSHEQ Department:** Radiation, Safety, Health, Environmental and Quality Management Department.
- 2.11 **GNR:** Government Notice Regulations
- 2.12 **GMR2:** General Machinery Regulations Section 2 appointment

- 2.13 **PPE:** Personal Protective Equipment
- 2.14 **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
- 2.15 **HIRA:** Hazard Identification and Risk Assessment
- 2.16 **HCS:** Hazardous Chemical Substances
- 3. **ROLES AND RESPONSIBILITIES**
 - 3.1 It is the responsibility of RSHEQ 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/iThemba LABS 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/iThemba LABS Project manager to clearly define the scope of work to be done.
 - 3.5 It is the responsibility of the RSHEQ/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 iThemba LABS' 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 Substances and copies of MSDS of HCS's to be used during the contract, are handed in to RSHEQ 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/iThemba LABS, 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/iThemba LABS 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/iThemba LABS Premises.
- 4.5 The Mandatary shall be deemed to be an employer in his own right whilst on the NRF/iThemba LABS 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/iTHEMBA LABS REQUIREMENTS**

- 5.1 All Mandatories working within the premises of iThemba LABS, shall comply with the Regulations of the Occupational Health and Safety Act, No. 85 of 1993 and all other iThemba LABS 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 Mandatory and NRF/iThemba LABS.

6. GENERAL REQUIREMENTS

- 6.1 Where reasonably practicable, a Mandatory 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/iThemba LABS Project Manager, RSHEQ 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 iThemba LABS Project Manager, RSHEQ Department and other affected Departments must authorize any work/s which could affect or interfere with any iThemba LABS activities. This shall be done via the issuing of an NRF/iThemba LABS **General Works Permit** to all Mandatories.
- 6.6 Mandatories and subcontractors shall be required to attend RSHEQ Induction Training which will be conducted by the NRF/iThemba LABS RSHEQ 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/iThemba LABS Project Manager and the RSHEQ Department.
- 6.8 A Mandatory shall provide reasonable notification to the NRF/iThemba LABS 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/iThemba LABS Project team members.
- 6.9 The NRF/iThemba LABS Project Team Members and the RSHEQ 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/iThemba LABS 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/iThemba LABS Facility only if provisions are agreed upon within the contract. Such area shall be demarcated and fenced off in such a manner that it does not impede traffic flow, interfere with NRF/iThemba LABS operations, does not impede on any emergency response processes and does not create a hazardous environment.
- 7.2 All Mandatories shall be required to conspicuously display appropriate, SANS approved Safety Signage at all work sites established on the NRF/iThemba LABS facility.
- 7.3 Mandatories shall take all reasonable actions to prevent unauthorized personnel from accessing the established work site.

- 7.4 Mandatories will be required to maintain and hazard free worksite and uphold high standards of housekeeping throughout the duration of the contract.
- 7.5 The Mandatory and its employees shall be designated specific kitchen and ablution facilities for their use as agreed by the NRF/iThemba LABS Project Manager, RSHEQ Department and the Mandatory. All other NRF/iThemba LABS kitchen and ablution facilities, with the exception of the agreed upon space, shall not be occupied and / or used by the Mandatory and any of its employees. The Mandatory shall have the responsibility of keeping the designated premises clean and disinfected at all times.
- 7.6 Where the designation of kitchen and bathroom facilities is not possible or cannot be accommodated for by NRF/iThemba LABS, the Mandatory shall be required to source portable facilities for placement at the designated work site on the NRF/iThemba LABS Facilities. The Mandatory shall have the responsibility of keeping these premises clean and disinfected at all times.
- 7.7 These areas shall be marked with appropriate signage by the Mandatory.

8. **SUB-CONTRACTORS**

- 8.1 The Primary Contractor/s shall inform the NRF/iThemba LABS Project Manager who awarded the contract of any sub-contractors who may work on site.
- 8.2 The Primary Contractor shall ensure that each Sub-Contractor complete **Appendices 01** and submit to the NRF/iThemba LABS Project Manager and the RSHEQ Department prior to commencement of work.
- 8.3 The Primary Contractor shall ensure that the sub-contractor complies fully with all statutory and iThemba LABS requirements.

9. **CONSTRUCTION WORKS**

- 9.1 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.
- 9.2 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.
- 9.3 NRF/iThemba LABS 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.

10. **PERSONAL PROTECTIVE EQUIPMENT**

- 10.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the iThemba LABS site:
- Full work overall
 - Safety shoes or boots
 - High visibility vest
 - Impact rated safety eye wear or goggles
 - Impact rated hard hat
 - Hearing Protection

- 10.2 Safety harnesses (2 or 3-point type) shall be used whenever work is performed at a height of two (2) meters or higher **unless** a suitable work platform with handrails is provided.
- 10.3 Suitable impact rated eye and / or face protection must be used whenever there is a danger of flying particles, sparks or splashing of chemicals.
- 10.4 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever impact noise, e.g. Use of a jackhammer, is taking place.
- 10.5 Appropriate welding gloves and welding helmet shall always be used during welding operations.
- 10.6 Impact rated Hardhats shall be worn by all personnel when work above head height is taking place.
- 10.7 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.
- 10.8 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.
- 11. TOOLS AND EQUIPMENT**
- 11.1 Mandatories shall submit a list of all portable electrical tools and equipment to the Project Manager and RSHEQ Department as part of their safety file submission.
- 11.2 Mandatories shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.
- 11.3 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.
- 11.4 No insulation tape or similar "quick fixes" may be used on any electrical wiring or cables. Joins in cables must be approved by the NRF/iThemba LABS GMR2 and / or RSHEQ Department prior to use on the premises.
- 11.5 Mandatories may not operate NRF/iThemba LABS lift trucks, vehicles, jibs or cranes. In exceptional instances, the Project Manager and / or RSHEQ Department together with the NRF/iThemba LABS GMR2 may grant permission. In such an event, the Mandatory shall produce a valid Certificate of Competency as described in the Driven Machinery Regulations of the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Mandatory who operates the above-described equipment. Any employee of NRF/iThemba LABS may ask such Mandatory to produce the said Certificate.
- 11.6 All tools and equipment must be declared to security whenever a Mandatory enters or leaves the premises. It is the duty of the Mandatory to ensure that articles or equipment are recorded in a security register whenever they are brought on site.
- 11.7 Unless permission is granted in writing by an NRF/iThemba LABS Manager or the appointed NRF/iThemba LABS Project Manager, all portable tools or equipment brought on site must be removed at the end of the day's work. Any tools left on site is done so at the Mandatories risk and NRF/iThemba LABS and any of its personnel will not be held liable for loss, theft or damage of any kind.
- 11.8 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/iThemba

LABS Project Manager and RSHEQ Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

12. TRANSPORT

- 12.1 Mandatories shall ensure that all vehicles in use by them and brought onto the iThemba LABS 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.
- 12.2 If any vehicle is used to transport hazardous substances / materials, the mandatory shall ensure that the vehicle is compliant with the Hazardous Chemical Substance Regulations, GNR 1179 of 25 August 1995, Section 14 and / or the Transportation of Dangerous Goods and Substances by Road under the National Road Traffic Act, no. 93 of 1996.

13. WORKING AT HEIGHTS OR ELEVATED AREAS

- 13.1 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.
- 13.2 Where the need for use of scaffolds or extension ladders is required, a comprehensive working at heights safety plan must be in place and that all personnel be informed of the plan. Mandatories shall notify the NRF/iThemba LABS Project Manager and the RSHEQ Department when such works will take place.
- 13.3 All scaffolds shall be erected, inspected and passed for use by competent personnel.
- 13.4 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.
- 13.5 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

14. USE OF OVERHEAD CRANES, LIFTING TRUCKS AND OTHER LIFTING EQUIPMENT

- 14.1 The following shall apply if the Mandatory has to operate overhead cranes on site:
 - 14.1.1 The Mandatory shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Driven Machinery Regulations, GNR 540 of the 24 June 2015 under the Occupational Health and Safety Act, no. 85 of 1993.
 - 14.1.2 The Mandatory shall ensure that the training is valid in terms of the Regulations and Act as stated in 10.1.1.
 - 14.1.3 The Mandatory shall present certificates of training to the NRF/iThemba LABS RSHEQ Department, GMR2 and the Project Manager before work commences.

15. LOCKOUT / ISOLATION PROCEDURE FOR POWERED EQUIPMENT OR DEVICES

- 15.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a lockout device on the main switch or other applicable means of activation for that equipment.

- 15.2 The NRF/iThemba LABS GMR2 and RSHEQ Department must be notified immediately when the need to lockout any device / equipment as contemplated in 10.1 is required
- 15.3 The NRF/iThemba LABS GMR2 and RSHEQ Department must grant permission before a lockout device/s can be applied. All equipment shall be checked by a competent person/s from the Mandatory together with the NRF/iThemba LABS GMR2 to ensure a lockout process has been completed and that all devices or equipment is properly shutoff before any work can take place on the effected equipment.
- 15.4 Upon completion of the required work, the NRF/iThemba LABS GMR2 and RSHEQ Department must be notified before any lockout devices are removed and equipment or devices are energized or activated for use.
16. **PRECAUTIONS AGAINST FIRES AND HAZARDOUS SUBSTANCE MANAGEMENT**
- 16.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.
- 16.2 All Mandatories shall have adequate Fire Fighting equipment in their possession with an up-to-date service record and personnel trained in basic firefighting and the use of such equipment.
- 16.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.
- 16.4 The Mandatory shall first obtain a **Hot Work Permit** from the NRF/iThemba LABS Project Manager or RSHEQ Department before any naked flame or grinder is used anywhere outside a workshop. The permit is valid for one day only and shall be kept on the person who is using a naked flame.
- 16.5 All fires shall immediately be reported to the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 16.6 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.
- 16.7 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the **Hazardous Materials / Substances Controller**.
- 16.8 Any work which involves Lead, Asbestos and other Hazardous Chemical Substances will be conducted in terms of the Occupational Health and Safety Act, no. 85 of 1993 and its relevant legislation.
- 16.9 The use of an Approved Inspection Authority, authorized by the Department of Labour, to conduct a Risk Assessment and facilitate a personnel and environmental monitoring program will be required where work with asbestos is taking place or any other work with hazardous chemicals / materials which constitutes a significant risk / hazard to the health and safety of personnel.
17. **INTOXICATION AND ILLNESS**
- 17.1 No intoxicating substance of any form shall be allowed on the NRF/iThemba LABS Premises. Any person suspected of being intoxicated shall not be allowed on the premises.
- 17.2 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.
- 17.2 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.

18. nCOV SARS-2 (COVID-19) PRECAUTIONS

- 18.1 In terms of Disaster Management Act, no. 57 of 2002, GNR 43257: COVID-19 Occupational Health and Safety Measures in Workplaces, and its subsequent amendments, the Mandatory shall take all measures to ensure the health, safety and wellbeing of all its employees.
- 18.2 The Mandatory and all its employees shall comply with all NRF/iThemba LABS COVID-19 safety protocols and procedures before being allowed access onto the iThemba LABS premises.
- 18.3 The Mandatory shall have a comprehensive screening and assessment program in-place to ensure all its employees have not contracted COVID-19. A record of the results from this program will be forwarded to NRF/iThemba LABS for assessment before access is allowed to the iThemba LABS site. If any employees are found to be ill and / or exhibit symptoms related to COVID-19, the effected employee must be isolated and further testing and assessments must be conducted by a medical professional. Affected personnel must be either isolated for a minimum of 14 days and / or be remanded to a medical facility for further medical attention if required.
- 18.4 All personnel intending to enter onto the NRF/iThemba LABS Premises shall be screened and assessed for COVID-19 symptoms. Any contractors exhibiting symptoms and / or has a temperature of 37.5 degrees Celsius or greater shall not be allowed entry onto the premises and be advised to seek further medical screening and assistance from a Health Facility.
- 18.5 The Mandatory and its employees shall wear the following PPE (in relation to COVID-19) while on the iThemba LABS premises:
- Face Mask
 - Face Shield
 - Gloves where applicable
- 18.6 The Mandatory shall ensure that all their employees follow required sanitization protocols. The Mandatory shall provide sufficient hand sanitizer with a minimum 70% ethanol / Isopropanol content as prescribed by the WHO and ensure employees sanitize their hands on a regular basis. Where the provision and use of Hand Sanitiser may not be possible or allowed, the Mandatory shall provide suitable wash facilities.
- 18.7 The Mandatory shall ensure that social distancing protocols are adhered by ensuring, where applicable, their personnel maintain a minimum 1.5-meter distance from one another. Where this is not possible due to operational requirements, Employees must wear the prescribed PPE as indicated in 18.5.
- 18.8 The Mandatory shall ensure that no mass gatherings of 10 personnel or more take place at any time while on the NRF/iThemba LABS premises. Where possible all meetings must either take place in well ventilated areas or via the use of an online platform.

19. FIRST-AID

- 19.1 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.
- 19.2 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.

20. HOUSEKEEPING AND WASTE MANAGEMENT

- 20.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.
- 20.2 The NRF/iThemba LABS Project Manager and RSHEQ 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.
- 20.3 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. iThemba LABS 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.
21. **WORK IN AREAS WHERE RADIOACTIVE MATERIALS ARE PRESENT**
- 21.1 Any work that must be performed in any Radiation Protection Area requires the RSHEQ Department: Radiation Protection Manager to be notified before such work is commenced.
- 21.2 Contractors will adhere to all iThemba LABS Radiation Protection Protocols. Failure to do so shall result in termination of all contracts and removal from the premises.
22. **SECURITY**
- 22.1 Mandatories are required to report to Security Personnel at the Main Gatehouse. Security will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 22.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.
- 22.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/iThemba LABS RSHEQ Department and Project Manager.
- 22.4 Mandatories are not permitted to stay on site after their shift has been completed.
- 22.5 Mandatories shall not interact or interfere with the perimeter fencing of iThemba LABS, both internally or externally, unless permitted in writing to do so by authorized iThemba LABS personnel.
- 22.6 Any Mandatory and / or its personnel found to be illegally removing iThemba LABS property shall be subject to action as stipulated in Section 23 of this Agreement.
- 22.7 NRF/iThemba LABS and its Security Personnel do not accept any responsibility for the safekeeping of any material, tools or equipment belonging to any Mandatory on site.
23. **PROCEDURES IN THE EVENT OF AN ACCIDENT**
- 23.1 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.
- 23.2 All incidents shall be reported to the iThemba LABS Project Manager and the RSHEQ Department. Copies of all documentation pertaining to the incident shall be provided
- 23.3 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.

- 23.4 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.

24. INDEMNITY AND INSURANCE

- 24.1 NRF/iThemba LABS shall not be held liable for any loss, damage, injury or death caused by the Mandatories and their employees. The Mandatory indemnifies NRF/iThemba LABS 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/iThemba LABS.
- 24.2 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/iThemba LABS from such loss or damage caused by the Mandatories breach of any terms of this Agreement.
- 24.3 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/iThemba LABS on demand or before any work is allowed to commence.

25. PRECAUTIONARY MEASURES

- 25.1 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.
- 25.2 iThemba LABS reserves the right to audit all processes related to Hazard and Risk Management at any reasonable time during the length of the contract.

26. FAILURE TO COMPLY WITH PROCEDURES

- 26.1 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.
- 26.2 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/iThemba LABS:
- 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/iThemba LABS 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.

27. TRADE UNIONS

- 27.1 No employees of a Mandatory shall be allowed to actively further the interest of any Trade Union/s on site.

28. CLARIFICATION

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

29. **DURATION OF AGREEMENT / CONTRACT**

29.1 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/iThemba LABS Site.

30. **HEADINGS**

30.1 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 16.1 Appointment (OHSA)

Date

And / or

Section 16.2 Appointment (OHSA)

Date

And / or

Appointed Safety / Compliance Officer

Date

And / or

PrCHSA (PCMP)

Date

And / or

CHSM (PCMP)

Date

And / or

PrCHSO (PCMP)

Date