

## INVITATION TO BID

APPOINTMENT OF A SERVICE PROVIDER TO RENDER OCCUPATIONAL HEALTH CARE SERVICES AT NRF ITHEMBA LABS AND OPTIONAL FOR SPECIFIC SERVICE REQUIREMENTS FOR OTHER NRF BUSSINESS UNITS FOR A PERIOD OF FIVE (5) YEARS. (Refer to page 3 for site locations)

<b>Bidder Name:</b>	
<b>Bid Number:</b>	<b>NRF ILABS PLHC/34/2025-26</b>
<b>Closing Date</b>	<b>28 October 2025</b>
<b>Closing Time:</b>	<b>11:00 am</b>
<b>Mandatory Briefing Session</b>	<b>14 October 2025</b> <b>Time: 11:00 am</b> <b>In person brief session at iThemba LABS Faure, Old Faure Road, Cape Town</b>
<b>Bid Box Address</b>	Tender Box, Main Security Gate, iThemba LABS, Old Faure Road, Faure Western Cape, 7131, South Africa GPS coordinates: 34.025°S 18.716°E Dimensions of tender box opening: 300 mm x 20 mm
<b>E-submission</b>	<b>e-Tenders e-submission platform:</b> <b>This link helps for e-submission: <a href="https://youtu.be/x9DDXBTUOAw">https://youtu.be/x9DDXBTUOAw</a></b>
<b>Envelope Addressing</b>	On the face of each envelope/zip file, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and Email Address

Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	Radiation, Safety Health Environment and Quality Management
Contact person	Ms K. Maqwara / Ms L Gordon	Contact person	Project Manager
E-mail address	<a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a>	E-mail address	<a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a>

**Fraud alert!** It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. **DO NOT FALL FOR IT, IT IS A SCAM!** The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

# TABLE OF CONTENTS

<b><u>INTRODUCTION</u></b>	<b><u>3</u></b>
INTRODUCTION TO THE NRF .....	3
<b><u>PART A – CONTRACT</u></b>	<b><u>5</u></b>
MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT .....	13
CONTRACT PERIOD .....	13
OBLIGATIONS OF NATIONAL RESEARCH FOUNDATION .....	14
OBLIGATIONS OF CONTRACTED BIDDER.....	14
SPECIAL CONDITIONS OF CONTRACT MANAGEMENT .....	15
PERFORMANCE LEVEL (General Condition of Contract Clause No: 22) .....	17
STATEMENT OF PERFORMANCE LEVELS .....	18
EVALUATION PROCESS .....	18
RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION .....	18
RETURNABLE DOCUMENTS CHECKLIST FOR PRICE COMPETITION.....	20
FUNCTIONAL EVALUATION.....	21
BIDDER NEEDS TO KNOW .....	22
GENERAL CONDITIONS OF CONTRACT .....	24
<b><u>CONTRACT PART B - PRICING</u></b>	<b><u>36</u></b>
PRICE SPECIAL CONDITIONS (General Condition of Contract Clause No: 17) .....	36
SBD 3.2.....	37
PRICING SCHEDULE.....	38
INVITATION TO BID (SBD 1).....	40
HIGH LEVEL SUMMARY OF BID REQUIREMENTS .....	40
SUPPLIER INFORMATION .....	42
BID SUBMISSION .....	43
TAX COMPLIANCE REQUIREMENTS .....	43
STANDARD BIDDING DOCUMENT (SBD) 4 .....	44
STANDARD BIDDING DOCUMENT (SBD) 6.1 .....	47
REFERENCE LETTER FORMAT FOR BIDDER.....	53
<b><u>BID SIGNATURE (SBD 1).....</u></b>	<b><u>53</u></b>

# INTRODUCTION

## INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The 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. The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. All contracts flowing from bidding only apply to iThemba LABS Cape Town.

## INTRODUCTION TO THE BUSINESS UNIT(S)

**1. ITHEMBA LABS (Laboratory for Accelerator-Based Sciences)** is a multi-disciplinary research laboratory based at two sites in the Western Cape (City of Cape Town) and Gauteng (City of Johannesburg) respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Research radiation biophysics
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research.

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

**2. SARAQ (South Africa Radio Astronomy Observatory)** spearheads South Africa's activities in the Square Kilometre Array Radio Telescope, commonly known as SKA, in engineering, science, and construction. SARAQ is the national facility managed by the National Research Foundation and incorporates radio astronomy instruments and programmes such as the MeerKAT telescope in the Karoo (Meerkat National Park, in the Northern Cape), the Hartebeesthoek Radio Astronomy Observatory (HartRAO) in Gauteng (50 km west of Johannesburg), the African Very Long Baseline Interferometry (AVN) programme in many African countries, as well as the associated human capital development and commercialisation endeavours. The head office is located in the Western Cape (City of Cape Town).

**3.SAAO (The South African Astronomical Observatory)** is a facility of the National Research Foundation and is the national centre for optical and infrared astronomy in South Africa. Its prime function is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility and by promoting astronomy and astrophysics in Southern Africa. The head office is located in the Western Cape (City of Cape Town), and the telescope site in Sutherland (Northern Cape).

## CONTEXT OF THIS PROCUREMENT NEED

NRF 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 strategic sourcing which includes, amongst others:

- Reducing the cost of effort and administration

- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

The parties will agree, provided an agreement can be reached to the mutual satisfaction of each in regard to matters such as the specifications of the works, the price to be paid therefore, the performance required and the delivery date.

# PART A – CONTRACT

## DETAILED SPECIFICATIONS

The purpose of this tender is to source the services of an approved service provider to render:

### Part A

Occupational Health Care services at **iThemba LABS Cape Town and TAMS Facility in Braamfontein, Gauteng**  
The staff requirements for the NRF iThemba LABS facilities is listed under Table 1.2 Site specific staff requirements. Clinic operational hours for NRF iThemba LABS Cape Town are Monday to Thursday 08h00 – 16h30 and Friday from 08h00 – 14h30. Clinic times for NRF iThemba LABS Gauteng facility will be during normal office hours as agreed upon and specified in the SLA.

### Part B

Occupational Health Care services at **NRF facilities located across South Africa on an as-and-when required basis** subject to a Service Level Agreement (SLA) not outside the scope of the overarching contract. Clinic times for Business Units (BU) will be during normal office hours as agreed upon and specified in the SLA.

#### The Service provider shall provide the following:

- Provide Occupational Health Services as per the table 1.1
- Minimal turnover of staff to ensure continuity of the service
- Provide a year planner for all wellness and special programmes
- Co-Ordinate and attend all Occupational Health Clinic meetings as per the iThemba LABS or NRF facility meeting calendar which will be provided by the respective BU.
- A designated on-site representative is required to attend all other relevant meetings as arranged by iThemba LABS or the respective BU i.e. SHE Committee Meeting.
- Ensure all deployed Staff comply with the requisite registration and accreditation requirements for health practitioners to perform the duties and tasks associated with this agreement.

*Table 1.1 – Detailed Occupational Health Services*

Risk Analysis (Occupational Health observation and monitoring)	Quantitative and Qualitative Benchmark
Occupational Health Risk Assessment and Analysis for any operations. As operations are continuously in a state of change and cyclical in nature.	<ul style="list-style-type: none"><li>• Bi-Annual comprehensive observation and analysis of Occupational Health Risks of client by Departmental focus.</li></ul>

Continuous review of Occupational Health risks is essential to ensure that the client is compliant with legislative requirements.	<ul style="list-style-type: none"> <li>Recommendations Implementation: <ul style="list-style-type: none"> <li>Monthly follow-up by means of observations and check lists</li> <li>Monitoring by means of Medical Surveillance Report</li> </ul> </li> </ul>
<b>Health Evaluations</b>	<b>Quantitative and Qualitative Benchmark</b>
Base-Line: <ul style="list-style-type: none"> <li>Pre-Employment</li> <li>Post-Employment</li> </ul>	<ul style="list-style-type: none"> <li>Pre/post-employment of two employees per hour.</li> <li>Workers who will be exposed to Hazardous materials or Radiation workers must be medically examined before employment as in accordance with regulation 15 of Government Gazette No. R246.</li> <li>Medical Examinations may also be necessary in the event of overexposure of radiation incidents where the possibility of over-exposure exists.</li> </ul>
Annual: Category A - Radiation workers	<ul style="list-style-type: none"> <li>Annual medical examinations are done</li> <li>Annual blood tests are done</li> <li>2 employees per hour per week</li> </ul>
Periodic: Category B – Housekeeping, Site Services and Laboratory staff	<ul style="list-style-type: none"> <li>Annual medical examinations are done</li> <li>Blood tests are done every three (3) years</li> </ul>
<b>Service: Absenteeism Follow-Up</b>	<b>Quantitative and Qualitative Benchmark</b>
Copies of sick certificates to be forwarded from the HR Department to the clinic (vice versa). Ill-Health in the following circumstances will be followed-up: Occupational related diseases, sicknesses of four (4) days and longer, absence of fourteen (14) days and longer in case of injury, illnesses and recurrence of symptoms, post hospitalization cases and unusual diagnoses and symptoms.	The sick leave follow-up will be applicable during clinic operational hours. Decision taken by Occupational Health professional in line with legislative requirements on worker fitness for duty.
<b>Service: Medical Surveillance</b>	<b>Quantitative and Qualitative Benchmark</b>
Biological Monitoring	Biological monitoring must be done annually as required by OHS Act. This will be organised by the Occupational Health Practitioner. Frequency of tests is determined by legislation.
First-Aid Boxes	First-Aid boxes needs to be checked and replenished on a monthly basis.
Audiometry	Audiology tests are done annually as per Occupational Health and Safety requirements, namely regulation GNR307 of the OHS Act.
Lung Function	Lung function tests are done annually as per hazardous chemical regulation GNR 1179 of OHS act
X-Rays	Referral as required

Exposure to Hazardous Chemicals	Exposure monitoring is to be conducted as required by the Hazardous Chemical Agent Regulations GNR 280
Vision	As per legislation, eye tests are to be done by the occupational health practitioner as part of the medical examinations. Employees to be referred to eye specialists if necessary. All drivers, including hoists operators, eyes must be tested annually by an optician.
<b>Service: Educational Programmes</b>	<b>Quantitative and Qualitative Benchmark</b>
Occupational Health Educational Programmes Development and Implementation	Service provider must identify by means of a needs assessment and develop an annual occupational health education programme in collaboration with the iThemba LABS or NRF facility. Such programmes must be implemented per annum.
Primary Health Educational Programmes Development and Implementation	<ul style="list-style-type: none"> <li>Service provider must identify by means of a needs assessment and develop an annual primary health education programme in collaboration with iThemba LABS or NRF facility, taking into account the National Health Programme</li> <li>Programme to be implemented per annum</li> </ul>
First-Aid in-service Refresher Training Programmes	Service provider must update all qualified First-Aiders on a monthly basis by means of formal training regarding specific topics.
Social Problem Programmes	<ul style="list-style-type: none"> <li>Service provider must deliver appropriate training and educational programmes for identified social problem areas.</li> <li>Service provider: 24-hour telephonic counselling service available for staff members.</li> </ul>
<b>Service: Primary Health Care</b>	<b>Quantitative and Qualitative Benchmark</b>
Minor Ailments	<ul style="list-style-type: none"> <li>Ailments treated on-site and not referred. Up to eight (8) employees per day, dependant on demand</li> <li>Ailments assessed and referred, Depending on incidents</li> </ul>
Special Requirements	<ul style="list-style-type: none"> <li>Ailments treated on-site with scheduled medication with provisions of a medical doctor. All medication will be provided by iThemba LABS or NRF facility.</li> <li>Availability and a qualified occupational health practitioner on-site within the parameters of section one (1) and two (2) above in terms of quantitative amounts, i.e. up to six (6) employees per day</li> </ul>

First-Aid Services	<ul style="list-style-type: none"> <li>• Assess wound and/or injury and apply treatment or appropriate intervention.</li> <li>• Referral of injuries on Duty (IOD's) where required to a medical practitioner and/or hospital immediately</li> <li>• On-call/standby requirements as defined in the SLA</li> </ul>
COID Administration and monitoring of cases	<ul style="list-style-type: none"> <li>• Handle occupational injuries and liaise with the relevant sections within the Department</li> <li>• Incidents are to be reported to the Compensation Commissioner within seven (7) days in the event of an injury on duty and fourteen (14) days in the event of a disease.</li> <li>• Case file is to be prepared and updated accordingly</li> <li>• To manage all cases to finalisation</li> <li>• To plan medication and evaluation visits as prescribed by the Occupational Health and Safety Regulations</li> <li>• Analyse and reconcile the correctness of medical accounts received. Medical accounts are to be traced if not submitted to the Finance Department</li> <li>• COID days lost to injury on duty should be verified and quantified.</li> </ul>
Employee Assistance Programme (EAP) Services	Health, social or Medical problems identified by line management and / or the employee or by observation of the Occupational Health Practitioner at the clinic
Perceived Health Problems services	<ul style="list-style-type: none"> <li>• A file to be opened for each employee and to be updated with every visit to the clinic</li> <li>• All medical cases to be managed with the aim to return to work as soon as possible.</li> </ul>
Perceived Social Problems services	<ul style="list-style-type: none"> <li>• Social cases to be identified</li> <li>• Strong point assessment for severity of problem in terms of all social cases <ul style="list-style-type: none"> <li>- An agreed plan to be developed with the employee and social worker/counsellor</li> <li>- Referral to an external expertise network</li> </ul> </li> <li>• After care programmes for the appropriate time period</li> </ul>
Infectious disease case management	<ul style="list-style-type: none"> <li>• A file to be opened for each employee and to be updated with every consultation</li> <li>• All medical cases to be managed with the aim to return to work as soon as possible.</li> </ul>



	<ul style="list-style-type: none"> <li>Occupational Health Services aligned to Hazardous Biological Agents in the OSHA</li> </ul>
<b>Service: Service Level Agreement</b>	<b>Quantitative and Qualitative Benchmark</b>
Service Level Agreement	Post the appointment of the successful service provider, iThemba LABS or NRF facility shall sign a separate Service Level Agreement with the Service Provider and may sign up for one or more of the services per location.
<b>Service: Environmental Inspection Services</b>	<b>Quantitative and Qualitative Benchmark</b>
General Housekeeping and Hygiene	Monthly inspections of all ablution facilities are required to ensure the rest- and break rooms are hygienically clean and serviced. Reports on the cleaning and hygiene of each facility is required.
<b>Services: Administration of Clients Occupational Health Resources</b>	<b>Quantitative and Qualitative Benchmark</b>
Implementation and Maintenance of an Occupational Health System	<ul style="list-style-type: none"> <li>Service provider is required to implement an administrative system within the first month of operations to manage the Occupational Health for iThemba Labs.</li> <li>The administrative system is to be updated on a regular basis</li> <li>Service provider is required to obtain the monthly labour return from iThemba LABS or NRF facility to update the service provider's administrative system</li> <li>The service provider is required to obtain copies of the all sick notes on a daily basis.</li> <li>An Annual Budget meeting is to be held with management on site, including the service provider's executive member(s). The Annual Budget Meeting is held between mid-January and end-February each year.</li> <li>A detailed budget matrix of the facility is to be provided to management.</li> </ul>
<b>Service: Occupational Medical Practitioner Service</b>	<b>Quantitative and Qualitative Benchmark</b>
The Medical Practitioner will be required to perform services as Occupational Health Doctor / Practitioner services	<ul style="list-style-type: none"> <li>The medical practitioner must be specialised in Occupational health and safety</li> <li>Medical practitioner is required to provide assistance to the service provider's personnel in preparing Operational Health and Safety risk assessments.</li> <li>The medical practitioner is required to establish and manage a medical surveillance plan</li> <li>Checking of medical test results and providing recommendations for treatment.</li> </ul>

	<ul style="list-style-type: none"> <li>• Providing assistance for the administration of medical problem cases and injury on duty cases and making recommendations in relation thereof.</li> <li>• Management of Occupational Disease</li> <li>• Checking of health examinations including baseline, exit and annual examinations</li> <li>• Conducting fitness for duty occupation health evaluations</li> <li>• Signing off prescriptions in terms of Section 56(6) of the nursing act (Act 33 of 2005) as well as prescriptions for needle stick injuries.</li> <li>• Developing any Medication Protocol as deemed necessary</li> <li>• The Medical Practitioner must provide a three (3) monthly report regarding risk assessment and medical surveillance according to the service providers protocol and objective</li> <li>• The Medical Practitioner is required to hold educational sessions / meetings with client as requested.</li> </ul>
Healthcare Facilities	<ul style="list-style-type: none"> <li>• In the event of the need for an on-site Occupational Health Clinic the service provider will be responsible for taking care of the equipment which is provided by the facility</li> <li>• A mobile clinic may have to be provided to cater for specialist Occupational Health requirements and be equipped to cater in the needs for primary health (details/minimum equipment level to be included in the bid document for evaluation)</li> </ul>
<b>Service: Executive Medicals</b>	<b>Quantitative and Qualitative Benchmark</b>
Medical Assessment / Evaluation	<ul style="list-style-type: none"> <li>• Medical Examinations including the basket of evaluations are done annually</li> <li>• Annual blood tests are done</li> <li>• Follow-up test as and when required</li> </ul>
Fasting Pathology test	
Physical Examination	
Cardiovascular assessment including resting and stress ECG	
Respiratory assessment including lung function test	
Radiology screening including chest x-ray	
Health report	
<b>Service: Mobile or Fixed Occupational Health Clinic</b>	<b>Quantitative and Qualitative Benchmark</b>
Mobile Clinic or Fixed to provide Occupational Health Assessment and Evaluation services to iThemba LABS TAMS Facility, SAAO, SARAO and SAIAB Facilities with a qualified Occupational Health Nurse / Sister as and when required	<ul style="list-style-type: none"> <li>• An equipped clinic of the services as contemplated in this Specification Inclusive of services specified within document or as stated in service level agreement</li> </ul>

### Fees and Remuneration

- The successful service provider will avail personnel to occupy the clinics and provide the following service:

Table 1.2 Site specific staff requirements

<b>Personnel Requirements</b>	<b><u>Part A-I</u> iThemba LABS (Faure site, Cape Town)</b>	<b><u>Part A-II</u> iThemba LABS (TAMS Department, Johannesburg)</b>	<b><u>Part B</u> Occupational Health Clinic</b>
Occupational Health Practitioner (minimal staff turnover)	38 hours per week	8 hours twice per month	As per agreed SLA
Clinic Assistant (minimal staff turnover)	30 hours per week	As and when required	As per agreed SLA
Social Worker (minimal staff turnover)	4 hours per week	4 hours per month	As per agreed SLA
Occupational Medical Practitioner (minimal staff turnover)	2 days per week at 4 hours per day	As and when required	As per agreed SLA

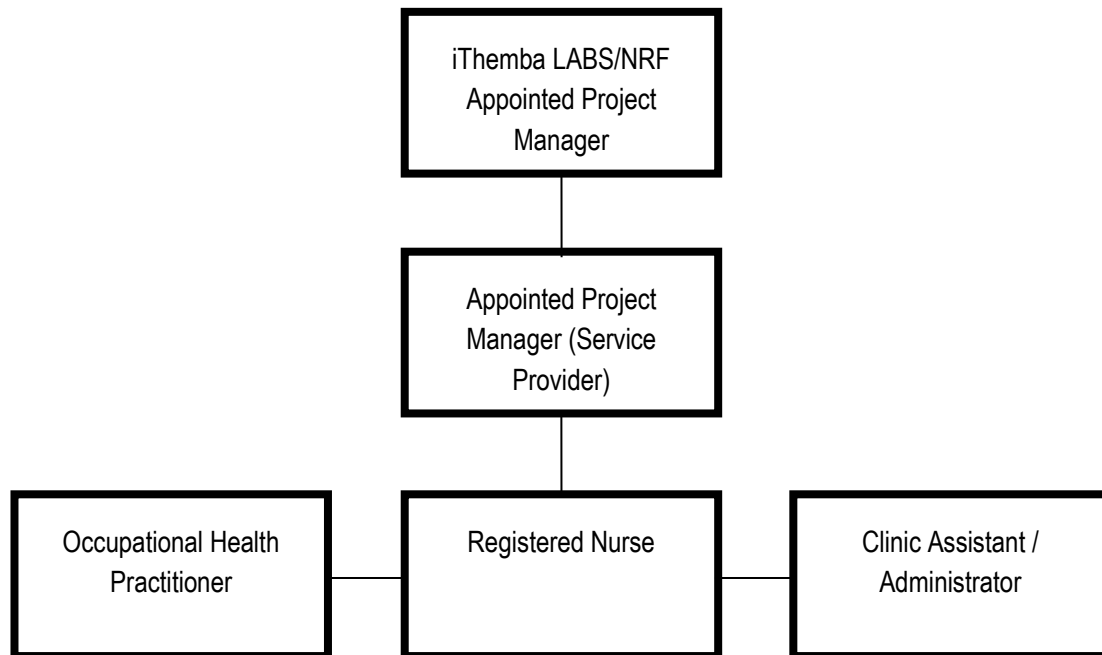
- Executive Medicals – cost per employee
- Employee Assistance Programme is included in the service fee
- These costs will be agreed upon annually.
- The parties agree that the successful service provider will invoice the NRF facility monthly for the duration of the contract
- The parties agree that the NRF facility will pay the successful service provider within thirty (30) days of the date of invoice or statement whichever is agreed.
- The NRF facility shall apply a monetary penalty based on the contract price and calculated using the current prime interest rate for every day of late rendering of services.

### Insurance and Medical Cover

- Medical Malpractice: The successful service provider must insure its staff, based at iThemba LABS or NRF facility, for Medical Malpractice Liability Cover for professional negligence by act or omission in which the treatment provided falls below the accepted standard of practice in the medical community and causes injury or death to the patient
- HIV/AIDS Insurance Cover: The successful service provider must insure its staff for HIV/AIDS Insurance Cover for all the medical practitioners that will be based at the relevant NRF facilities.

### **Reporting Structure and Reporting**

- The service provider must appoint a Project Manager that will report directly to the iThemba LABS or NRF facility appointed Project Leader. The organogram will be as follows:



- The service provider will provide monthly sanitized reports and statistical reports to iThemba LABS or NRF facility. These reports include, but are not limited to, the following:
  - Records (Personal medical, environmental, sickness absenteeism, accidents, medicine control, man-job specifications, risk assessments)
  - Statutory records and reports according to relevant legislation e.g. Radiation Medicals, COID Documentation, etc.

### **Health and Safety Administration**

- The contracted supplier shall be solely responsible for the safety and well-being of its employees in accordance with the Occupational Health and Safety Act (OHS Act 85 of 1993) and all amendments while working at the NRF's Business Unit.
- Prior to commencement of any work the contracted service provider will need to complete the iThemba LABS or NRF facility Health and Safety Specification and 37.2 Agreement (See Part C4: Annexures) and will be required to attend a Contractors Health and Safety and Radiation Safety Induction prior to commencement of the contract.

## **CONTRACT PERIOD**

The contract period for this bid contract is Five (5) years.

## ACCREDITATION/ PROFESSIONAL BODY ASSOCIATION APPLICABLE

The potential Service Provider and / or its employees should be registered / accredited with one or more of the following Bodies / Legal entities:

- Council for Health Service Accreditation of Southern Africa (COHSASA)
- South African Nursing Council (SANC)
- South African Society of Occupational Health Nursing Practitioners (SASOHN)
- Health Professions Council of South Africa (HPCSA)
- Department of Health
- Department of Labour

An ISO 9001 Certification is not required but will place the potential bidder in good stead.

## MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT

### **1. Technical: The bidder provides the following as proof of being able to execute the contract to the contract terms:**

- 1.1. All applicable Standard Bidding Documents (SBDs) signed and completed
- 1.2. Valid Original B-BBEE certificate or affidavit
- 1.3. Copy of Central Supplier Database (CSD) report
- 1.4. Copy of Central Supplier Database (CSD) report for all sub-contractor's
- 1.5. Certificate of public liability insurance cover
- 1.6. Submission of a List of a minimum of 5 similar projects undertaken during the past 5 years
- 1.7. The CVs should be of the proposed person who will be deployed by the service provider in each role.
  - 1.7.1. Submission of a Curriculum Vitae of a Nursing Sister (Occupational Health Practitioner)
  - 1.7.2. Submission of a Curriculum Vitae of a Clinic Assistant.
  - 1.7.3. Submission of a Curriculum Vitae of Social Worker
  - 1.7.4. Submission of a Curriculum Vitae of Occupational Medical Practitioner (incl NNR RG-0013 for Appointed Medical Practitioner)
- 1.8. Letter of good conduct from the Department of Labour (or approved Institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)
- 1.9. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the bid where required.
- 1.10. Three (3) written references or project completion certificates with contact details for those whom the bidder has completed similar work for within the last sixty (60) months that meets the minimum threshold (Refer to Reference letter format on page 52).

## CONTRACT PERIOD

The contract period is five (5) years commences from the date of fully signed SBD 7.1

## OBLIGATIONS OF NATIONAL RESEARCH FOUNDATION

### 1. Contract Management

- 1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

### 2. Contract Manager

- 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.

### 3. Contract Communication

- 3.1. The NRF communicates all communications in writing as well as through email.
- 3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.
- 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.

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

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

### 5. Performance Management

- 5.1. The NRF measures performance throughout the contract life.
- 5.2. The NRF has regular performance review meetings with the contractor.
- Where severe non-performance occurs, the NRF will terminate the contract earlier than the term of the contract after consultation with the contractor.

## OBLIGATIONS OF CONTRACTED BIDDER

### 6. Managing the Contract

- 6.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
- 6.2. 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).

### 7. Contract Manager

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

### 8. Communication

- 8.1. The contracted party communicates in writing and through email.

8.2. The contracted party always states the contract number on communications, or documentation such as correspondence, purchase orders issued, etc.

8.3. The contracted party will not act upon any communication without the contract number and must verify such communication with the NRF prior to acting upon it.

**9. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)**

9.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.

**10. Occupational Health and Safety when working on NRF site**

10.1. All personnel performing work on NRF site/s as part of this contract are required to undergo a safety induction.

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

10.3. The appointed bidder, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act and the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.

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

10.5. The appointed bidder maintains a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site.

10.6. The NRF manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions of the Act or regulations. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site which is to be kept in the appointed bidder's health and safety file.

**11. Occupational Health and Safety when working on iThemba LABS sites:**

11.1. The appointed bidder shall report any injuries sustained by their employees to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the O.H.S. Act, Act 85 of 1993.

## **SPECIAL CONDITIONS OF CONTRACT MANAGEMENT**

Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title The General Conditions forming part of these special conditions and conditions of contract are those stated from page 24

to page 36

#### **Performance Verification (General Condition of Contract Clause No: 8)**

The iThemba LABS appointed project manager verifies the performance of this contract with reference to the required requirements and any other element specified in this contract:

1. The appointed bidder provides services to the specification level set in this contract.
2. All performances are verified by the iThemba LABS appointed project manager.
3. Both parties signed off on the performance verification documentation
4. Both parties agree on quantity, unit cost, and total value on the same signed document.

#### **Contract Due Diligence during the contract period**

iThemba LABS has the right to conduct supply chain due diligence. The iThemba LABS Project Team have the right to conduct site visits and inspections at any given time during the contract period.

#### **Communication (General Condition of Contract Clause No: 31)**

1. The appointed bidder communicates in writing through regular mail, physical delivery, or email.
2. The appointed bidder states the contract number and purchase order number on communication documentation.
3. The contract bidder does not act upon any communication without the contract number and must verify such communication with the iThemba LABS project manager prior to acting upon it.
4. NRF and the contracted bidder maintain all contract documentation, and communications and correspondence, etc. for record purposes.
5. Any notice, request, consent, approvals, or other communications made between the Parties pursuant to the Contract shall be forwarded to the addresses specified in the contract.

#### **Performance Security (General Condition of Contract Clause No: 7)**

1. Advance payment security:
  - 1.1. An acceptable financial performance bond is required where iThemba LABS pays an upfront deposit in excess of R 1 million to the same value as any such upfront deposit.
2. Performance security:
  - 2.1. No other performance security is required.

#### **Packing (General Condition of Contract Clause No: 9)**

Components (where applicable) must be packaged such that they prevent damage during transportation and storage.

#### **Propriety Rights**

Ownership of the intellectual Property of iThemba LABS or NRF facility, shall remain vested in the facility and shall be protected.

#### **Relationship between the Parties**

- The Parties shall for the duration of this Agreement be independent to each other. No provision herein shall be construed to confer to either Party the status of being an agent, principal, representative, employee, partner or joint venture partner of the other party, and neither party shall be entitled to hold out to any third party that the relationship between the parties is that of a partnership, joint venture or the like. No person associated with any of the parties in the performance of the provisions of their obligations in terms of this agreement shall be deemed to be an employee, agent or contractor of the other parties; and



- Neither party, nor any of its officers, directors, employees or sub-contractors shall have the authority to represent, bind or act on behalf of the other party in the performance of the other party's obligations in terms of this Agreement without prior written consent of the other Parties.

#### **Payment (General Condition of Contract Clause No: 16)**

Payment terms are within 30 days of receipt of an invoice issued following successful rendering of services.

The supplying party's invoices must meet the following minimum requirements:

1. Reference the purchase order number or contract number.
2. Detailed line items as specified in purchase order or contract
3. Include statement of account
4. Include detailed line items as specified in purchase order or contract

It is in the interests of the appointed bidder to adhere to these to receive prompt payment.

### **PERFORMANCE LEVEL (General Condition of Contract Clause No: 22)**

#### **1. Service Management**

- 1.1. The service performance levels are stated in Performance Levels Statement
- 1.2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
- 1.3. The contracted parties recognize that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.

#### **2. If the contracted parties fail to meet any performance level**

- 2.1. Both iThemba LABS and the appointed bidder shall jointly investigate and report on the root causes of the performance level failure;
- 2.2. Promptly correct the failure and begin meeting the set performance levels;
- 2.3. Advise iThemba LABS as to the extent requested by iThemba LABS of the status of remedial efforts being undertaken with respect to such performance level failure; and
- 2.4. Take preventive measures to prevent the recurrence of the performance level failure.
- 2.5. In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

#### **3. Termination for Default (General Condition of Contract Clause No: 23)**

In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS		
Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Establishment of Occupational Health Clinic services	Comply with table 1.1 specs as per each SLA	Termination clause as stipulated on GCC 22 & 23
Quality – customer satisfaction	Provide a professional OHC service in compliance with minimum specifications in compliance with table 1.1 specs as per each SLA	As stipulated on GCC 22 & 23
Quality – customer satisfaction survey	Annual survey feedback at a minimum of 80% satisfaction level	As stipulated on GCC 22 & 23
OHS Compliance	External OHS Audit annually– facilitated by OHC provider	As stipulated on GCC 22 & 23
Compliance SAHPRA/HPCSA etc.	External Audit annually– facilitated by OHC provider	As stipulated on GCC 22 & 23

EVALUATION PROCESS
<p>A multiple stage process, with sub-stages when required, is followed:</p> <p><b>Administrative stage (One):</b> (CSD registered/SBD's/B-BBEE//Returnable document list/datasheet) Compliance with administrative and evaluation requirements as stated in Part A. All bidders that fail to meet these requirements are disqualified from further evaluation.</p> <p><b>Technical stage (Two):</b> Compliant bidders will be evaluated based on the technical compliance in Part A. This stage may consist of multiple sub-stages as set out in Part A. All bidders that fail to meet the technical minimum are disqualified from further evaluation.</p> <p><b>Scoring stage (Three):</b> Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1 in accordance with the PPPFA.</p>

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION			
Returnable Documents	Specification		
(M – Mandatory); (O – Optional)	SUBMITTED and MEETS REQUIREMENTS	Bid Section Reference	Reference to Bidder's document
<b>Bidder Eligibility Administration</b>			

Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 40 & 53	
Bidder's Disclosure (SBD 4), signed and completed	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 44	
Preference Points Claimed (SBD 6.1), signed and completed with B-BBEE certificate or sworn affidavit.	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 47	
Confirmation of Public Liability Insurance cover of R10 million	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder)	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b><u>Bidder Support Due Diligence Eligibility</u></b>				
Submission of a List of a minimum of 5 similar projects undertaken during the past 5 years	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Submission of a Curriculum Vitae of a Nursing Sister (Occupational Health Practitioner)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Submission of a Curriculum Vitae of a Clinic Assistant	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Submission of a Curriculum Vitae of Social Worker	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Submission of a Curriculum Vitae of Occupational Medical Practitioner (incl NNR RG-0013 for Appointed Medical Practitioners)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Submission of a Valid ( <i>meaning not expired</i> ) Letter of good standing from the Department of Labour (or approved institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
Three (3) written references or project completion certificates with contact details for those whom the bidder has completed similar work for within the last sixty (60) months that meets the minimum threshold (Refer to Reference letter format on page 54).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 13	
<b><u>Pricing Competition Documents</u></b>				

## RETURNABLE DOCUMENTS CHECKLIST FOR PRICE COMPETITION

(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3.2) in the format provided in this document (separate envelope)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38	

## FUNCTIONAL EVALUATION

Note: GO or NO-GO evaluation will be applied in the case should a bidder fail to submit the requisite information, thus disqualifying the bidder from the process.

Competence Criterion	Key Aspects of Criterion	Points Allocation		Maximum Points
Suitability	National footprint of the service provider in related Services	No submission	No Go	15
		Five Years or more	7	
		More than Ten Years	15	
	Previous and current clients reference letters showing capability in providing these or similar services in multiple different provinces	No submission	No Go	20
		Three written references	14	
		More than Three written references	20	
	The value of the contracts rendered.	No submission	No Go	15
		Contract below R100K	2	
		Contract between R100K and R1 Million	7	
		Contract Above R1 Million and R5 Million	12	
		Contract More than R5 Million	15	
Capability/Certification level of OHN assigned to NRF clinics		No submission	No Go	40
		Between 3 and 6 Years 'experience	20	
		Between 7- and 9- Years' experience	30	
		10 and more Years 'experience	40	
Method Statement	Project Plan Implementation Schedule	No submission	No Go	10
		Complete Method Statement	10	
Total				100

### Functionality Evaluation

Responsive bidders will be evaluated on the functionality criteria as set out above. The minimum threshold for functionality to be met is **70 points** and a bidder who scores below this threshold is automatically disqualified and shall not be considered for further evaluations.

## BIDDER NEEDS TO KNOW

### ACKNOWLEDGEMENT OF READING EACH PAGE

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

### CENTRAL SUPPLIER DATABASE REGISTRATION

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

### CLARIFICATION

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

### RESPONSE PREPARATION COSTS

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

### COUNTER PROPOSALS

No counter proposals or variations are accepted

### TWO ENVELOPE SYSTEM

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

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

## **COLLUSION, FRAUD AND CORRUPTION**

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

## **FRONTING**

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

## **DISCLAIMERS**

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

## **GENERAL DEFINITIONS**

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

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

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

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete

the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

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

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

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

### **Checking Tax Compliance**

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

### **Award and Contract Signing**

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

### **Cancellation of the Bid prior to Award**

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

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

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

## **GENERAL CONDITIONS OF CONTRACT**

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

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

GCC1	<b>Definitions - The following terms shall be interpreted as indicated:</b>
1.1	<b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.



## GENERAL CONDITIONS OF CONTRACT

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

<b>GENERAL CONDITIONS OF CONTRACT</b>	
	supplies covered by the bid will be manufactured.
1.17	“ <b>Local content</b> ” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“ <b>Manufacture</b> ” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“ <b>Order</b> ” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“ <b>Project site</b> ”, where applicable, means the place indicated in bidding documents.
1.21	“ <b>Purchaser</b> ” means the organization purchasing the goods.
1.22	“ <b>Republic</b> ” means the Republic of South Africa.
1.23	“ <b>SCC</b> ” means the Special Conditions of Contract.
1.24	“ <b>Services</b> ” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“ <b>Written</b> ” or “ <b>in writing</b> ” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	<b>Application</b>
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	<b>General</b>
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
GCC4	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	<b>Use of contract documents and information</b>
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on

GENERAL CONDITIONS OF CONTRACT	
	behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	
SCC5B	<p><b>Confidentiality</b></p> <p>Each party shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during the consistency of the Contract and after termination of the Contract. Without the prior consent of the other party, each party will keep confidential and will not:</p> <ol style="list-style-type: none"> <li>Disclose the confidential information, directly or indirectly, to any person or entity,</li> <li>Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ol> <p>The parties shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information abide by the undertakings in this clause both during the term of their associations with the recipient and after termination of their respective associations with the parties, not to</p> <ol style="list-style-type: none"> <li>Disclose the confidential information to any third party, or</li> <li>Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>The parties shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</li> </ol> <p>The undertakings set out in this clause shall not apply to confidential information, which the parties are able to prove:</p> <ol style="list-style-type: none"> <li>Was independently developed or in the possession of the recipient of the confidentiality information prior to its involvement with the other part;</li> <li>Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties ;</li> <li>Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or</li> <li>Required by law to be disclosed by the recipient, but only to the extent of such order and the</li> </ol>

## GENERAL CONDITIONS OF CONTRACT

	<p>recipient shall inform the other party of such requirement prior to any disclosure.</p> <p>Each party shall within one (1) month of receipt of a written request from the NRF to do so, return to the other party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>a. All written disclosures;</li> <li>b. All written transcripts of confidential information disclosed verbally; and</li> <li>c. All material embodiments of the contract intellectual property.</li> </ul> <p>The parties acknowledge that the confidential information was made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	<p><b>Protection of Private Information</b></p> <p>The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	<p><b>Patent rights</b></p>
6.1	<p>The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<p><b>Performance security</b></p>
7.1	<p>Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>
7.2	<p>The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p>
7.3	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</li> <li>7.3.2 a cashier's or certified cheque.</li> </ul>

## GENERAL CONDITIONS OF CONTRACT

7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in Special Conditions Of Contract Management on page 15-17 are applicable.
GCC8	<b>Inspections, tests and analyses</b>
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Additional inspection procedures as detailed in Special Conditions Of Contract Management on page 15 are applicable.
GCC9	<b>Packing</b>
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

<b>GENERAL CONDITIONS OF CONTRACT</b>	
	temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in Special Conditions Of Contract Management on page 15 are applicable.
GCC10	<b>Delivery and Documentation</b>
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Additional delivery documentation requirements as detailed in Special Conditions Of Contract Management on page 15 are applicable
GCC11	<b>Insurance</b>
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11	Professional indemnity insurance cover in accordance with Special Conditions Of Contract Management on page 15-17 is required.
GCC12	<b>Transportation</b>
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	<b>Incidental services</b>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC16	<b>Payment</b>
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Additional payment terms as detailed in Special Conditions Of Contract Management on page 15-17

<b>GENERAL CONDITIONS OF CONTRACT</b>	
	are applicable
<b>GCC17</b>	<b>Prices</b>
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
<b>GCC18</b>	<b>Contract amendment</b>
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
<b>GCC19</b>	<b>Assignment</b>
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>GCC20</b>	<b>Subcontract</b>
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
<b>GCC21</b>	<b>Delays in supplier's performance</b>
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim



<b>GENERAL CONDITIONS OF CONTRACT</b>	
	damages from the supplier.
<b>GCC22</b>	<b>Penalties</b>
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.
<b>GCC23</b>	<b>Termination for default</b>
23.1	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p>



## GENERAL CONDITIONS OF CONTRACT

	<p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
SCC23	<p>The additional terms of termination as detailed in Special Conditions Of Contract Management on page 15 are applicable.</p>
GCC24	<p><b>Anti-dumping and countervailing duties and rights</b></p>
24.1	<p>When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<p><b>Force Majeure</b></p>
25.1	<p>Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>
25.2	<p>If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event</p>
GCC26	<p><b>Termination for insolvency</b></p>
26.1	<p>The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>

## GENERAL CONDITIONS OF CONTRACT

<b>GCC27</b>	<b>Settlement of disputes</b>
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <div style="margin-left: 40px;">27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</div> <div style="margin-left: 40px;">27.5.2 The purchaser shall pay the supplier any monies due the supplier.</div>
<b>GCC28</b>	<b>Limitation of liability</b>
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; <div style="margin-left: 40px;">28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</div> <div style="margin-left: 40px;">28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</div>
<b>GCC29</b>	<b>Governing language</b>
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>GCC30</b>	<b>Applicable law</b>
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>GCC31</b>	<b>Notices</b>
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has

<b>GENERAL CONDITIONS OF CONTRACT</b>	
	been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	<b>Taxes and duties</b>
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC34	<b>Prohibition of restrictive practices</b>
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# CONTRACT PART B - PRICING

## PRICE SPECIAL CONDITIONS (GENERAL CONDITION OF CONTRACT CLAUSE NO: 17)

### Prices

The price schedule for the bid under the contract shall not vary from the prices quoted by the service provider in their bid with iThemba LABS with the exception of any price adjustments authorized in this section.

1.	<b><u>Exceptions:</u></b> Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted.
2.	<b><u>Price Adjustment Rules:</u></b> Price adjustments and their corresponding rules for the managing of price risks on the basis of the iThemba LABS and the appointed bidder sharing the risk equally.
3.	<b><u>Additional Services</u></b> – iThemba LABS may require, as determined by future operational requirements, additional services. iThemba LABS, in such event, will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country's inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges.
4.	<b><u>Exchange rate prices</u></b> – Where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7.1. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.
5.	<b><u>Ceiling Price Calculation for price competition:</u></b> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
6.	<b><u>Commitment to Appointed Services Provider:</u></b> iThemba LABS, through the signed contract, guarantees its procurement of service from the appointed party only where the appointed party meets or exceeds the contractual performance levels.
7.	<b><u>Contract Price Management in terms of the Contract:</u></b> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate

	quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.	
8.	<b><u>Contract Price:</u></b> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.	
<p align="center"><b>Submit pricing in separate envelope (stand-alone)</b></p> <p align="center"><b>SBD 3.1</b></p>		
9.	<b><u>Price Quotation Basis:</u></b> Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2.	
10.	<b><u>Calculating the Bid Price:</u></b> iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.	

## PRICING SCHEDULE

**Part A:** To be completed in respect of Part A I & II (Table 1.2) of the contract for services rendered at the NRF iThemba LABS BU, based on the requirements as specified.

<b>TOTAL PRICE FOR YEAR 1</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R
<b>TOTAL PRICE FOR YEAR 2</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R
<b>TOTAL PRICE FOR YEAR 3</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R
<b>TOTAL PRICE FOR YEAR 4</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R
<b>TOTAL PRICE FOR YEAR 5</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R
<b>TOTAL PRICE FOR YEAR FOR YEAR ONE TO FIVE (1-5)</b> (Inclusive of all items above and inclusive of applicable escalations and taxes)	R

**Part B:** To be completed in respect of Part B (Table 1.2) of the contract for services rendered at the various BU costed as a per hourly rate, derived from the costing in Part A above.

ITEM NUMBER	Specification/Functionalities Requirements (refer to <i>Table 1.1 – Detailed Occupational Health Services</i> )	Quantity (Per service / Hour/ location where applicable)	Rate of the 1 <sup>st</sup> Year (VAT Inclusive)
1	Occupational Health Practitioner (Nursing Sister)	1 h	R
2	Clinic Assistant	1 h	R
3	Social Worker	1 h	R
4	Occupational Medical Practitioner	1 h	R
5	Services: Administration of Clients Occupational Health Resources	Per annum	R
6	Service: Primary Health Care	Per annum	R

7	Service: Educational Programmes	Per annum	R
8	Service: Medical Surveillance	Per annum	R
9	Service: Absenteeism Follow-Up	Per annum	
10	Service: Health Evaluations	Per annum	R
11	Risk Analysis (Occupational Health observation and monitoring)	Per annum	R
12	Service: Executive Medicals	Per annum	R
13	Service: Mobile Occupational Health Clinic	Per unit Location	R
Total			R

**CONTRACT PART C - RETURNS**

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid Number</b>	NRF ILABS PLHC/34/2025-26
<b>Closing date and time</b>	28 October 11:00 am
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>	
<p><b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER OCCUPATIONAL HEALTH CARE SERVICES AT ITHEMBA LABS AND OPTIONAL FOR SPECIFIC SERVICE REQUIREMENTS FOR OTHER NRF NATIONAL FACILITIES FOR A PERIOD OF FIVE (5).</b></p> <p><b><u>Services / Infrastructure to be provided by the appointed Service Provider</u></b></p> <p>The Service provider shall provide the following:</p> <ul style="list-style-type: none"> <li>• Provide Occupational Health Services as per the table 1.1 under Specification Section</li> <li>• Provide a year planner for all wellness and special programmes</li> <li>• Co-Ordinate and attend all Occupational Health Clinic meetings as per the iThemba LABS or NRF facility meeting calendar</li> <li>• Attend all other relevant meetings as arranged by iThemba LABS or NRF facility i.e. SHE Committee Meeting.</li> <li>• Ensure all Staff, based at iThemba LABS (including the TAMS Department in Braamfontein) and other NRF facilities at all times comply with the requisite registration and accreditation requirements for health practitioners to perform the duties and tasks associated with this agreement.</li> </ul>	
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).</b>	
<b>Bid response documents are deposited in the tender box situated physically at:</b>	
<p><b><u>Physical address:</u></b> iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131</p> <p><b>Tender box opening hours</b> 08:00 am till 16:30 pm</p> <p><b>GPS Coordinates</b> Latitude: 34°1'56" S Longitude: 18°43'64" E</p> <p><b>Dimensions of tender box opening</b> 300 mm x 20 mm</p>	<p><b><u>Addressed as follows:</u></b> iThemba LABS Cape Town</p> <p>Main Security Gate</p> <p>Old Faure Road</p> <p>Faure</p> <p>Western Cape</p> <p><b>7131</b></p>



<b><u>Online submission options:</u></b>  <b>E-Tenders e-Submission:</b> use the link to access video on how to do online submission ( <a href="https://youtu.be/x9DDXBTUQAw">https://youtu.be/x9DDXBTUQAw</a> ).			
<b>Number of ORIGINAL bid documents for contract signing</b>		<b>2</b>	
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.			
<b>Number of EVALUATION copies</b> (Mark pages as "Evaluation Copy" and number all pages sequentially):		1 electronic document as secured PDF	
<b>TWO ENVELOPE SYSTEM</b>		<b>YES</b>	
<b>BID VALIDITY PERIOD FROM DATE OF CLOSURE</b>		90 days	
<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>	
Section	Supply Chain Management	Section	Radiation, Safety Health Environment and Quality Management
Contact person	Ms K Maqwara/ Ms L Gordon	Contact person	Project Manager
E-mail address	<a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a>	E-mail address	<a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a>

SUPPLIER INFORMATION					
<b>Name Of Bidder</b>					
<b>Postal Address</b>					
<b>Street Address</b>					
<b>Telephone Number</b>					
Code		Number			
<b>Cell Phone Number</b>					
Code		Number			
<b>Facsimile Number</b>					
Code		Number			
<b>E-Mail Address</b>					
<b>VAT Registration Number</b>					
<b>Tax Compliance Status</b>	Tax Compliance System PIN			Central Supplier Database No.	MAAA
Are you the accredited representative in South Africa for the goods /services/works offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign-based supplier for the goods/services/ works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
Is the entity a resident of the Republic of South Africa (RSA)?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?					<input type="checkbox"/> Yes <input type="checkbox"/> No

Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.</p>	
<b>BID SUBMISSION</b>	
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7.1).
<b>TAX COMPLIANCE REQUIREMENTS</b>	
1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a>
4.	Bidders may also submit a printed TCS certificate together with the bid.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

# STANDARD BIDDING DOCUMENT (SBD) 4

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?  
**YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

# STANDARD BIDDING DOCUMENT (SBD) 6.1

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

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

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

### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

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

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where



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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system and explain the relationship between the B-BBEE level and specific goals**

The specific goals allocated points in terms of this tender (B-BBEE Status Level of Contributor)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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

## REFERENCE LETTER FORMAT FOR BIDDER

**Referee Legal Name:**

**Bidder's name:**

**Bid Number:**

NRF ILABS PLHC/34/2025-26

Describe the service/work, start date and completion date the above bidder provided to you below

**Criteria/Risks**

**Below requirements**

**Meets requirements**

**Exceeds  
requirements**

Quality of rendered services as measured  
against your service level

Satisfied with work done

Overall Impression

Other comments

Approximate value of contract

Would you use the provider again?

☐ YES ☐ NO

**Completed by:**

**Signature:**

**Company Name:**

**Contact Telephone Number:**

**Date:**

## BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

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

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

<b>NAME (PRINT)</b>	
CAPACITY	
SIGNATURE	
DATE	