



**iThemba LABS**  
 Laboratory for Accelerator Based Sciences

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**REQUEST FOR QUOTATION**

Supplier Name: .....

GOODS  X  SERVICE  X

Request For Quotation Number:	iLABS/RFQ 2021/22:91
Date Issued:	3 August 2021
Description:	Supply, Installation and Commissioning of a New Gas System at iThemba LABS, Cape Town
Closing Date:	6 August 2021
Closing Time:	11:00 am
Submit RFQ To:	<a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a> (Quotations / proposals must be sent via email only)
Date Goods or Service Required:	Immediately after appointment of Service Provider (Urgent)
For More Information (Technical):	Mr Eldrid Struis ( <a href="mailto:estruis@tlabs.ac.za">estruis@tlabs.ac.za</a> )
For More Information (Supply Chain Management):	Mr Odwa Mxenge ( <a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a> )

**THE FOLLOWING CONDITIONS WILL APPLY:**

- **Where quotations / proposals are R 30 000.00 or more, preferential Procurement System Applicable: 80/20**
- Price(s) quoted must be valid for at **least thirty (30) days from date of your offer.**
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- **Submit your B - BBEE Certificate as accredited with SANAS or Sworn affidavit if you are claiming for Equity/ B - BBEE points, failing which, the B - BEEE claimed will be forfeited or zero points will be allocated.**
- Provide CSD Summary Report ([www.csd.gov.za](http://www.csd.gov.za) )
- The attached forms to be completed by the Bidder:
  - SBD 4 – Declaration of Interest with Government
  - SBD 6.1 – Preference Points Claim (South African Companies Only)
  - SBD 6.2 – Declaration Certificate for Local Production and Content for Designated Sectors (where applicable)
  - SBD – 8 – Declaration of Bidder's past SCM Practices
  - SBD – 9 – Certificate of Independent Bid Determination
- This request for formal quotation is subject to the Preferential Procurement Policy Framework Act and The Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC and, if applicable, any other special Conditions of Contract.

**REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):**

The bidder must be on the National Treasury's Central Supplier Database in order to do business with the NRF and for the NRF to award a bid and sign the subsequent contract. Registration on the CSD ([www.csd.gov.za](http://www.csd.gov.za)) is compulsory and bids from unregistered bidders are not considered.

National Treasury Contact Details: +27 (0) 12 406 9222 or email [csd.support@treasury.gov.za](mailto:csd.support@treasury.gov.za)

## SCHEDULE 1 - SPECIFICATION

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

### **Introduction to the Business Unit responsible for this RFQ**

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

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

## Evaluation Process

- Evaluation of proposals:

All proposals will be evaluated by Supply Chain Management for administrative compliance, functionality, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, iThemba LABS will approve the awarding of the contract to successful bidder.

- Preference points system:

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. If all bids received are more than R500k, the proposal will be cancelled and re-issued. **A Bidder, whose price is above R 1000 000.00 will automatically be disqualified from the evaluation process.**

## Supplier Response

<b>Name of Supplier:</b>	
<b>Address of Supplier:</b>	
<b>Contact Person:</b>	
<b>Contact Tel:</b>	
<b>Email Address:</b>	
<b>CSD Supplier Number:</b>	MAAA.....
<b>Currency:</b>	ZAR
<b>Lead time for delivery:</b>	
<b>Payment terms:</b>	30 days from the date of receiving invoice

<b><u>Administrative Compliance Returnable Documents</u></b> <b>(M – Mandatory); (O – Optional)</b>	<b>Submitted</b>	
Declaration of Interest with Government (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preference Points Claimed (SBD 6.1), signed and completed with BBBEE certificate or sworn affidavit (applicable for local bidders).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Past SCM Practices (SBD 8), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Determination (SBD 9), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>(M – Mandatory); (O – Optional)</b>	<b>Submitted</b>	
<b>Pricing completed</b>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Submission of valid South African Qualification &amp; Certification Committee for Gas (SAQCCGas) certificate.</b>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Submission of Curriculum Vitae (CV) of Gas Installer with a minimum of 3 years of experience installing gas systems.</b>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Submission of a Valid (meaning not expired) Letter of good conduct from the Department of Labour (or approved institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).</b>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Submission of three (3) contactable references for the installation of new gas systems completed within the last sixty (60) months.</b>  <b>Bidders will be allowed to submit any one of the following:</b>  <ol style="list-style-type: none"> <li>1. Reference Letter Template (attached) or</li> <li>2. Project Completion Certificates or</li> <li>3. Reference letter received from a client.</li> </ol>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Proof that bidder's office is situated within a 60 km radius from iThemba LABS, Cape Town (e.g. Utility bill)</b>	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## REFERENCE LETTER 1

**Bidder Legal Name:**

**RFQ Number:**

iLABS/RFQ 2020/21:91

**RFQ Description:** Supply, Installation and Commissioning of a New Gas System at iThemba LABS, Cape Town

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Completion times			
Satisfaction of work done			
Kept to agreed milestone dates			
How well were time delays managed			

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:**

## REFERENCE LETTER 2

<b>Bidder Legal Name:</b>			
<b>RFQ Number:</b>	iLABS/RFQ 2020/21:91		
<b>RFQ Description:</b> Supply, Installation and Commissioning of a New Gas System at iThemba LABS, Cape Town			
Describe the service/work the above bidder provided to you below			
<b>Criteria/Risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Completion times			
Satisfaction of work done			
Kept to agreed milestone dates			
How well were time delays managed			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Completed by:</b>	
<b>Signature:</b>	
<b>Company Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date:</b>	

## REFERENCE LETTER 3

<b>Bidder Legal Name:</b>			
<b>RFQ Number:</b>	iLABS/RFQ 2020/21:91		
<b>RFQ Description:</b> Supply, Installation and Commissioning of a New Gas System at iThemba LABS, Cape Town			
Describe the service/work the above bidder provided to you below			
<b>Criteria/Risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Completion times			
Satisfaction of work done			
Kept to agreed milestone dates			
How well were time delays managed			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Completed by:</b>	
<b>Signature:</b>	
<b>Company Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date:</b>	

## **SPECIFICATION FOR INSTALLATION OF AN EXTERNAL GAS STORAGE FACILITY FOR THE SAFE STORAGE AND USE OF FLAMMABLE GASSES WITHIN A PRESSURE VESSEL/S**

### **PURPOSE**

iThemba LABS requires the services of an approved installer to supply, build and / or install a structure suitable for the external storage of pressure vessels which contains flammable and explosive gasses such as Hydrogen gas.

The gas will have to piped into a laboratory setting for safe use at a single point, therefore flash / flame arrestors and regulators will be required.

This document will outline the requirements for such an installation and outline the legal and statutory requirements to which it and the installer must comply with to be considered for this tender.

While there is no legislation that specifically outlines the requirements for gas installations pertaining to Hydrogen Gas, this specification will reference legislation applicable to Liquefied Petroleum Gas (LPG) and as per Pressure Equipment Regulations incorporating all SANS Standards and codes of practice relating to all gases.

### **REGULATORY REQUIREMENTS**

All installations referenced in this document shall comply with, but not limited to, the following applicable legislation and standards:

Occupational Health and Safety Act, no. 85 of 1993

Pressure Equipment Regulations, No. 38505

**SANS 347:** Categorization and conformity assessment criteria for all pressure equipment

**SANS 1156-2:** Hose for liquefied petroleum gas (LPG) Part 2: Hose and tubing for use in LPG vapour phase and LPG-air installations

**SANS 10227:** Standard Specification for the criteria for the operation of inspection authorities performing inspection in terms of the Pressure Equipment Regulations.

**SANS 10228:** Standard Specification for the identification and classification of dangerous goods for transport.

**SANS 1186-1:** Symbolic Safety Signs. Standard signs and General Requirements.

**SANS 1237:** Single-stage regulators for liquefied petroleum gas (LPG)

**SANS 1539:** Appliances operating on liquefied petroleum gas – Safety aspects

**SANS 10019:** Transportable Pressure Receptacles for Compressed, Dissolved and Liquefied Gases – Basic Design, Manufacture, Use and Maintenance. This standard covers the minimum requirements for the design, manufacture, use and maintenance of refillable and non-refillable pressure receptacles of water capacity 0,5 L to 3 000 L.

**SANS 10087-1:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 1: Liquefied petroleum gas installations involving gas storage containers of individual water capacity not exceeding 500 L and a combined water capacity not exceeding 3 000 L per installation

**SANS 10087-2:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 2: Liquefied petroleum gas installations involving gas storage containers (used in mobile applications) of individual water capacity not exceeding 113 L and a combined water capacity not exceeding 500 L

**SANS 10087-3:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 3: Liquefied petroleum gas installations involving storage vessels of individual water capacity exceeding 500 L

**SANS 10087-4:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial and industrial installations Part 4: The transportation of LP gas including the design, construction, inspection, fittings, filling, maintenance and repair of LP gas bulk vehicles and rail tank cars

**SANS 10087-6:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 6: The application of liquefied petroleum and compressed natural gases as engine fuels for internal combustion engines

**SANS 10087-7:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations Part 7: Storage and filling premises for refillable liquefied petroleum gas (LPG) containers of gas capacity not exceeding 9 kg and the storage of individual gas containers not exceeding 48 kg.

**SANS 10087-8:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial and industrial installations Part 8: Filling containers for LP gas operated fork lift vehicles in-situ.

**SANS 10087-10:** The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial and industrial installations Part 10: Mobile filling stations for refillable liquefied petroleum gas (LPG) containers of capacity not exceeding 9 kg.

### **AUTHORIZED INSTALLER**

In Terms of the Occupational Health and Safety Act, no. 85 of 1993, the Pressure Equipment Regulations require that all Gas installations must only be carried out by a competent person, registered by an organisation approved by the Chief Inspector of the Department of Labour.

The South African Qualification & Certification Committee for Gas, (SAQCCGas) has been officially appointed and mandated by the Department of Labour to register gas practitioners, as competent within a specific scope of work. Their website can be accessed via the link: <https://saqccgas.co.za/>

All prospective bidders must be registered with the SAQCCGas and present an up-to-date certificate together with their bid to qualify for this tender.

### **INSTALLATION SPECIFICATIONS**

#### **1) Enclosure**

An Enclosure shall be constructed to house the cylinder and shall:

Be constructed of non-flammable materials

Have a solid, non-permeable, level base constructed of concrete, that will protect the base of the cylinder from being submerged in water. The height of the base should not be less than 15cm from the ground.

Allow for the protection of the cylinders contained within from weathering elements but allow for a minimum of 80% cross ventilation.

The side walls, roof and doors be constructed of a strong durable material that can withstand impacts and will not corrode as a result of exposure weathering elements.

The roof shall be angled in such a manner so as to prevent the pooling of any water or liquid if it were to flow onto or over the enclosure.

Will have lockable doors

Allow for the cylinders contained within to be secured to a solid structure, free of any object which could damage or puncture the cylinder, so as to prevent the cylinder from falling over at any point.

#### **2) Piping and Ancillaries**

Piping and ancillaries shall be:

Only class 1 or 2 copper pipes, or other approved gas piping, may be used. This is not the same copper piping used for plumbing.

Where applicable, flash / flame arrestors will be installed.

Where applicable, the appropriate gas regulator valves may need to be installed to allow the users to control the flow of the gas at the point of use and / or at the cylinder.

Where applicable, the correct pipe saddles must be used at the regulatory spacing to secure a pipe to a solid wall. Gas pipes may not be secured to temporary or dry walls.

Copper pipes going through a wall must be sleeved.

Approved flexible gas hose may not be more than two (2) meters long and may not go through any partition (including wood, dry wall, cupboard wall etc...)

All gas piping will have the appropriate colour coding along its length in accordance with gas it is delivering.

### **3) External Factors**

All gas installations including its enclosures shall not be:

Less than one (1) meters sideways from doors and windows.

Less than two (2) meters from drains and air vents or any other place where the gas can gather if the bottle leaks.

Less than three (3) meters below windows unless a non-combustible roof is installed between the gas bottles and the bottom of the window.

Less than one (1) meter from the property boundary wall unless it is a fire wall, at least 1.8m tall and there are no ventilation gaps in the wall (acceptable if up to 48kg X 2 gas are stored)

Less than three (3) meters from the property boundary wall (if more than 48kg X 2 gas are stored).

Less than five (5) meters sideways away from a switchable electrical point or plug switch and socket or electrical motor or pool pump etc. (but not a light bulb) and not less than 1.5 meter above the gas bottles.

The top of the gas bottle shall not be 300 mm below a window when in an enclosure.

### **4) Signage**

Appropriate signage will be placed on all installations and shall include, but not limited to:

No naked flames

No Smoking

Emergency Contact Numbers

Flammable gas warning signs

Hazard rating diamond sign

All gas shutoff valves will have the appropriate signage in place for it.

Where applicable, all signage shall comply with SANS 1186 requirements.

### **PROVISION OF CERTIFICATE OF COMPLIANCE (COC)**

Upon completion of the installation, the installation shall be inspected by an approved inspection authority for gas installations and passed as fit for use and a Certificate of Compliance (COC) must be provided.

If any faults identified, the appointed service provider will have 5 working days in which to correct all faults before another inspection will be conducted as stated above and a COC be awarded upon successful inspection and passing of the installation.

### **NRF iTHEMBA LABS HEALTH AND SAFETY REQUIREMENTS**

The successful bidder will be required to provide and Health and Safety File outlining all safety processes that will be implemented while conducting work at iThemba LABS and will comply with Occupational Health and Safety Act, No. 85 of 1993 and its applicable legislation.

All personnel will be required to undergo Safety induction before being allowed to conduct any work on site.

**COVID-19 Safety Measure are in place and will be enforced throughout the duration of your visit. Compulsory screening will be conducted at the Main Security Gatehouse before access will be allowed.**

As a minimum, all personnel visiting the facility will be required to wear the following Personal Protective Equipment (PPE):

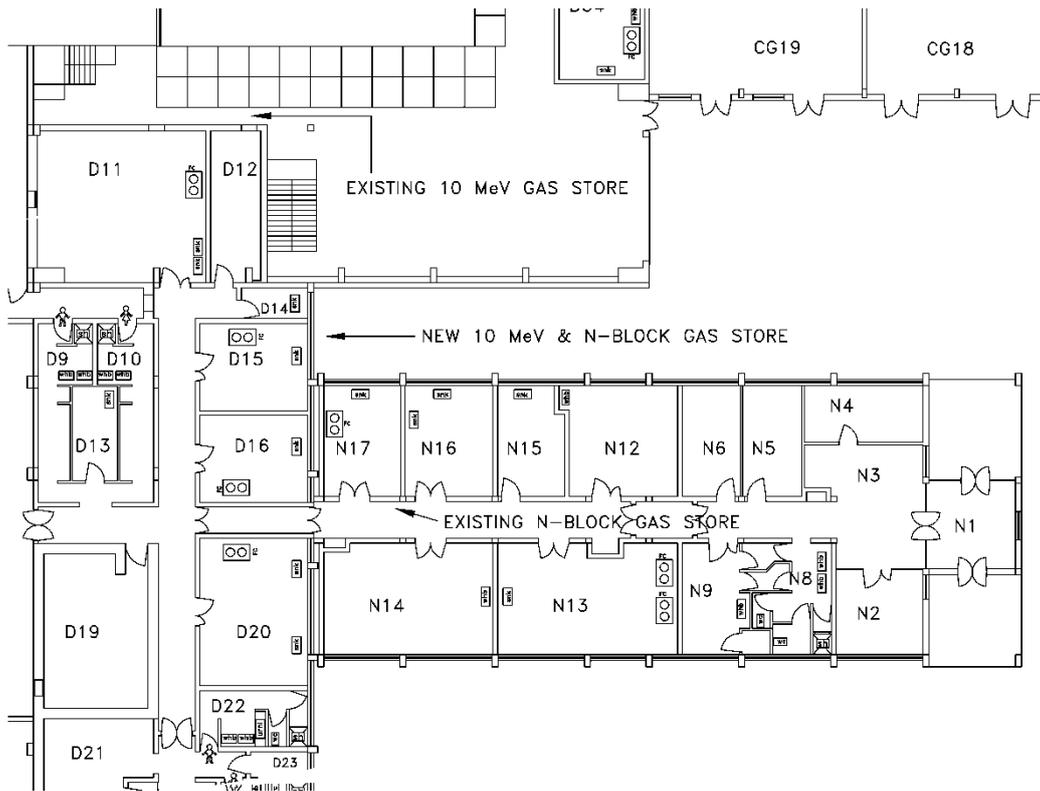
1) Hardhat

2) impact resistant eye wear

- 3) Safety shoes with skid resistant soles and reinforced toe caps.
- 4) Surgical / cloth face covering which covers the nose and mouth (COVID-19 Safety Compliance)

The successful bidder will be required to complete the iThemba LABS 37.2 agreement and SHE Specification before being allowed to conduct any work on the premises.

## Existing Gas Store Locations



### Distances:

Existing 10 MeV Gas Store to New Location – 40 m

Existing N-Block Gas Store to New Location – 10 m

**PRICING SCHEDULE:**

Item	Description	Unit	Quantity	Rate (Incl. VAT)	Total (Incl. VAT)
	<b>11 MeV Cyclotron Gas Store</b>				
1	Supply of Materials	No	6		
2	Labour	No	6		
3	Certificate of Compliance	No	1		
	<b>N-Block Gas Store</b>				
4	Supply of Materials	No	11		
5	Labour	No	11		
6	Certificate of Compliance	No	1		
	<b>Occupational Health &amp; Safety</b>				
7	Safety File	No	1		
	<b>Contingencies</b>				
8	Provide the Sum of R 10 000.00 for Contingencies to be deducted in part or all if not required.	-	-	R 10 000.00	R 10 000.00
	<b>TOTAL (VAT INCLUSIVE)</b>				R

### SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

The Bidder is employed by the STATE; and/or

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

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

Full Name of Bidder or his/her representative:

Identity Number:

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

Registration number of company, enterprise, close corporation, partnership agreement:

Tax Reference Number:

VAT Registration Number:

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

Schedule attached with the above details for all directors/members/shareholders

Are you or any person connected with the Bidder presently employed by the STATE? If so, furnish the following particulars in an attached schedule	YES / NO
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Name of person/ director/ trustee/ shareholder/member:

Name of STATE institution at which you or the person connected to the Bidder is employed

Position occupied in the STATE institution:

Any other particulars:	
If you are presently employed by the STATE, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the STATE in the previous twelve months?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the STATE and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule.	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

**PREFERENCE POINTS CLAIMED (SBD 6.1)**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution  
**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
- 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2.
- 1.2.1. The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

- 1.2.2. the 80/20 preference point system will be applicable to this tender
- 1.3. Points for this bid shall be awarded for:
- 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor”** means:
- 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

**5. BID DECLARATION**

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

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

6.1. B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1. If yes, indicate:

- 7.1.1.1. What percentage of the contract will be subcontracted.....%
- 7.1.1.2. The name of the sub-contractor.....
- 7.1.1.3. The B-BBEE status level of the sub-contractor.....
- 7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1. Name of company/firm: .....
- 8.2. VAT registration number: .....
- 8.3. Company registration number :.....
- 8.4. TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company

(Pty) Limited  
[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 8.8.1. The information furnished is true and correct;
- 8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - 8.8.4.1. disqualify the person from the bidding process;
  - 8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - 8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - 8.8.4.5. forward the matter for criminal prosecution.

**SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES**

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

**SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the NRF, do hereby make the following statements that I certify to be true and complete in every respect:	
I have read and I understand the contents of this Certificate;	
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;	
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;	
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;	
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who: <ul style="list-style-type: none"> <li>a) Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ul>	
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>3</sup> will not be construed as collusive bidding.	
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ul style="list-style-type: none"> <li>a) Prices;</li> <li>b) Geographical area where product or service will be rendered (market allocation);</li> <li>c) Methods, factors or formulas used to calculate prices;</li> <li>d) The intention or decision to submit or not to submit, a Bid;</li> <li>e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or</li> <li>f) Bidding with the intention not to win the Bid.</li> </ul>	

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation
<sup>3</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

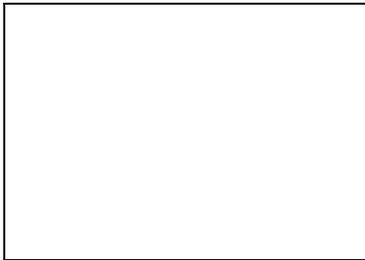
By signing this request for order form the supplier offers to supply the goods or service in respect of **RFQ** and **Description** of goods or services

\_\_\_\_\_, as described in this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print name: \_\_\_\_\_  
On Behalf of the Supplier (duly authorized)



**COMPANY STAMP**

**Note: It is advised that documents be returned in PDF**

## ITHEMBA LABS CONTRACTUAL OBLIGATION

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

### 1. PURPOSE

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

### 2. DEFINITIONS

- 2.1 **Mandatory / Mandatories:** Shall refer to Contractors, Sub-Contractors, Agents and their employees.
- 2.2 **OHSA:** Occupational Health and Safety Act, no. 85 of 1993.
- 2.3 **CLIENT:** National Research Foundation (NRF), acting through its National Facility, iThemba Laboratory for Accelerator Based Sciences (iThemba LABS).
- 2.4 **COIDA:** Compensation for Occupational Injuries and Disease Act, no. 130 of 1993
- 2.5 **CONTRACT:** The contracting agreement which governs the deliverables of goods and services between the Client and the Mandatory.
- 2.6 **PCMP:** Project and Construction Management Professions Act, No. 48 of 2000
- 2.7 **PrCHSA:** Project Management Construction Health and Safety Agent
- 2.8 **CHSM:** Construction Health and Safety Manager
- 2.9 **PrCHSO:** Project Management Construction Health and Safety Officer
- 2.10 **RSHEQ Department:** Radiation, Safety, Health, Environmental and Quality Management Department.
- 2.11 **GNR:** Government Notice Regulations
- 2.12 **GMR2:** General Machinery Regulations Section 2 appointment

- 2.13 **PPE:** Personal Protective Equipment
- 2.14 **Noise Zone:** any work area where noise levels exceed 85 dB(A) in accordance with the OHS, Noise-Induced Hearing Loss Regulations, GNR 307 of 7 March 2003
- 2.15 **HIRA:** Hazard Identification and Risk Assessment
- 2.16 **HCS:** Hazardous Chemical Substances
- 3. **ROLES AND RESPONSIBILITIES**
- 3.1 It is the responsibility of RSHEQ to periodically review the system and the procedure.
- 3.2 It is the responsibility of each person employing / appointing / controlling Contractors to comply with this procedure.
- 3.3 It is the responsibility of the NRF/iThemba LABS SCM / Project manager / Bid committee to ensure that orders are only placed with Contracting Companies who:
  - 3.3.1 Have a satisfactory safety performance history and Complies with the OHS.
  - 3.3.2 Have the necessary skills and expertise to carry out the work.
- 3.4 It is the responsibility of the NRF/iThemba LABS Project manager to clearly define the scope of work to be done.
- 3.5 It is the responsibility of the RSHEQ/Project manager to:
  - 3.5.1 Ensure the Safety file and all the relevant documentation is received and checked
  - 3.5.2 Ensure the Contractor and the Contractor's employees have all received safety induction.
  - 3.5.2 Ensure validity of COID registration and Letter of Good standing
  - 3.5.3 Issue the Contractor with the Contractor Work Permit and ensure all other relevant permits to work are issued before work commences.
  - 3.5.4 Inform the Contractor of hazards likely to affect the health and safety of the Contractor's employees.
  - 3.5.5 Ensure the Contractor and sub-Contractors comply with this agreement.
  - 3.5.6 Do frequent visual inspections/Audits on-site to ensure compliance.
  - 3.5.7 Oversee the wearing of applicable PPE at all times whilst contractors are performing activities at iThemba LABS' premise.
- 3.6 It is the responsibility of the Mandatory:
  - 3.6.1 Ensuring PPE is provided to contracted employees as identified in the Risk Assessment or method statement
  - 3.6.2 Ensure this procedure are complied with by all his/her employees
  - 3.6.3 Ensure they have the necessary competencies and resources to carry out the work safely and all employees are trained, competent and legally appointed

- 3.6.4 Ensure fall protection plan when working at heights are in place.
- 3.6.5 Ensure WI's are available for High-risk work before commencing work.
- 3.6.6 Ensure method statements is available in accordance to the scope of work.
- 3.6.7 Ensure a risk assessments (HIRA's) is conducted for all tasks
- 3.6.8 Ensure the list of Hazardous Chemical Substances and copies of MSDS of HCS's to be used during the contract, are handed in to RSHEQ for review.
- 3.6.9 Ensure tools and equipment are in good condition and safe to use (where required, on registers e.g. PPE, ladders, scaffolding etc.).
- 3.6.10 Ensure licenses and permits are available when required.

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

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

#### 5. **STATUTORY AND NRF/iTHEMBA LABS REQUIREMENTS**

- 5.1 All Mandatories working within the premises of iThemba LABS, shall comply with the Regulations of the Occupational Health and Safety Act, No. 85 of 1993 and all other iThemba LABS requirements.
- 5.2 All Mandatories shall comply with conditions of the Compensation for Occupational injuries and Disease Act, No. 130 of 1993. All Mandatories shall be required to provide a letter of good standing with the Compensation Commission and shall be required to complete the attached form in this document as stated under **Appendices 01**.

5.3 All Mandatories shall be required to review, complete and agree to the terms stated in this Agreement before finalization of any contractual agreement between the Mandatory and NRF/iThemba LABS.

## 6. GENERAL REQUIREMENTS

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

6.2 Where Sub-Contractors are in use, the Primary Contractor shall also ensure that all Sub-Contractors under their management provide a Safety File / Safety Plan in relation to the works they shall conduct.

6.3 A copy of this safety file / plan will be kept with the Mandatory at all times and will be updated throughout the course of the project. The Safety File shall be available at all times for auditing by the NRF/iThemba LABS Project Manager, RSHEQ Department and any Department of Labour Inspectorate.

6.4 All Safety Files / Safety Plans shall, as a minimum requirement, be in line with guideline as stated in this document under **Appendices 02**.

6.5 The iThemba LABS Project Manager, RSHEQ Department and other affected Departments must authorize any work/s which could affect or interfere with any iThemba LABS activities. This shall be done via the issuing of an NRF/iThemba LABS **General Works Permit** to all Mandatories.

6.6 Mandatories and subcontractors shall be required to attend RSHEQ Induction Training which will be conducted by the NRF/iThemba LABS RSHEQ Team before commencement of any work.

6.7 Mandatories shall stay confined to their area/s of work. Any required deviation must be discussed with the NRF/iThemba LABS Project Manager and the RSHEQ Department.

6.8 A Mandatory shall provide reasonable notification to the NRF/iThemba LABS Project Manager of any intention to deviate from specified work areas / work plans or requirements to enter into any areas related to the project being performed. The time periods for notification shall be agreed upon between the Mandatory and the NRF/iThemba LABS Project team members.

6.9 The NRF/iThemba LABS Project Team Members and the RSHEQ Department reserve the right to conduct site inspections at any reasonable time it sees fit to ensure compliance with Contract and Safety requirements. The Mandatory is required to be available and assist during all site inspections.

6.10 As per Construction Regulations requirements, Section 7 (1e), Mandatories shall be required to hand over a consolidated version of the Safety File the NRF/iThemba LABS Project Manager upon completion and sign off contracted works.

## 7. SITE ESTABLISHMENT AND SAFETY SIGNAGE

7.1 Mandatories will be allowed to establish a work site at the NRF/iThemba LABS Facility only if provisions are agreed upon within the contract. Such area shall be demarcated and fenced off in such a manner that it does not impede traffic flow, interfere with

NRF/iThemba LABS operations, does not impede on any emergency response processes and does not create a hazardous environment.

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

## 8. **SUB-CONTRACTORS**

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

## 9. **CONSTRUCTION WORKS**

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

## 10. PERSONAL PROTECTIVE EQUIPMENT

- 10.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the iThemba LABS site:
- Full work overall
  - Safety shoes or boots
  - High visibility vest
  - Impact rated safety eye wear or goggles
  - Impact rated hard hat
  - Hearing Protection
- 10.2 Safety harnesses (2 or 3-point type) shall be used whenever work is performed at a height of two (2) meters or higher **unless** a suitable work platform with handrails is provided.
- 10.3 Suitable impact rated eye and / or face protection must be used whenever there is a danger of flying particles, sparks or splashing of chemicals.
- 10.4 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever impact noise, e.g. Use of a jackhammer, is taking place.
- 10.5 Appropriate welding gloves and welding helmet shall always be used during welding operations.
- 10.6 Impact rated Hardhats shall be worn by all personnel when work above head height is taking place.
- 10.7 The Mandatory and/or their appointed representative is responsible for provision of the necessary protective equipment, the training of their employees in the proper use of the equipment and to ensure, where applicable, the equipment is used in its proper context.
- 10.8 The Mandatory shall ensure that all PPE damaged during the course of the employee's duties shall be replaced within 2 hours. The employee shall then be allowed to continue with that operation for which the PPE was required.

## 11. TOOLS AND EQUIPMENT

- 11.1 Mandatories shall submit a list of all portable electrical tools and equipment to the Project Manager and RSHEQ Department as part of their safety file submission.
- 11.2 Mandatories shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.
- 11.3 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.
- 11.4 No insulation tape or similar "quick fixes" may be used on any electrical wiring or cables. Joins in cables must be approved by the NRF/iThemba LABS GMR2 and / or RSHEQ Department prior to use on the premises.
- 11.5 Mandatories may not operate NRF/iThemba LABS lift trucks, vehicles, jibs or cranes. In exceptional instances, the Project Manager and / or RSHEQ Department together with the NRF/iThemba LABS GMR2 may grant permission. In such an event, the

Mandatory shall produce a valid Certificate of Competency as described in the Driven Machinery Regulations of the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Mandatory who operates the above-described equipment. Any employee of NRF/iThemba LABS may ask such Mandatory to produce the said Certificate.

- 11.6 All tools and equipment must be declared to security whenever a Mandatory enters or leaves the premises. It is the duty of the Mandatory to ensure that articles or equipment are recorded in a security register whenever they are brought on site.
- 11.7 Unless permission is granted in writing by an NRF/iThemba LABS Manager or the appointed NRF/iThemba LABS Project Manager, all portable tools or equipment brought on site must be removed at the end of the day's work. Any tools left on site is done so at the Mandatories risk and NRF/iThemba LABS and any of its personnel will not be held liable for loss, theft or damage of any kind.
- 11.8 Mandatories must conduct daily inspections of all tools and equipment in their possession and use and provide an inspection report to that effect as part of their safety file for auditing purposes. NRF/iThemba LABS Project Manager and RSHEQ Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

## 12. **TRANSPORT**

- 12.1 Mandatories shall ensure that all vehicles in use by them and brought onto the iThemba LABS premises shall be in a roadworthy condition, licensed and insured. All drivers of such vehicles will have the required license and no vehicle shall be used for passenger conveyance unless it is designed for this purpose.
- 12.2 If any vehicle is used to transport hazardous substances / materials, the mandatory shall ensure that the vehicle is compliant with the Hazardous Chemical Substance Regulations, GNR 1179 of 25 August 1995, Section 14 and / or the Transportation of Dangerous Goods and Substances by Road under the National Road Traffic Act, no. 93 of 1996.

## 13. **WORKING AT HEIGHTS OR ELEVATED AREAS**

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

13.5 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

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

14.1 The following shall apply if the Mandatory has to operate overhead cranes on site:

14.1.1 The Mandatory shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Driven Machinery Regulations, GNR 540 of the 24 June 2015 under the Occupational Health and Safety Act, no. 85 of 1993.

14.1.2 The Mandatory shall ensure that the training is valid in terms of the Regulations and Act as stated in 10.1.1.

14.1.3 The Mandatory shall present certificates of training to the NRF/iThemba LABS RSHEQ Department, GMR2 and the Project Manager before work commences.

#### **15. LOCKOUT / ISOLATION PROCEDURE FOR POWERED EQUIPMENT OR DEVICES**

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

15.2 The NRF/iThemba LABS GMR2 and RSHEQ Department must be notified immediately when the need to lockout any device / equipment as contemplated in 10.1 is required

15.3 The NRF/iThemba LABS GMR2 and RSHEQ Department must grant permission before a lockout device/s can be applied. All equipment shall be checked by a competent person/s from the Mandatory together with the NRF/iThemba LABS GMR2 to ensure a lockout process has been completed and that all devices or equipment is properly shutoff before any work can take place on the effected equipment.

15.4 Upon completion of the required work, the NRF/iThemba LABS GMR2 and RSHEQ Department must be notified before any lockout devices are removed and equipment or devices are energized or activated for use.

#### **16. PRECAUTIONS AGAINST FIRES AND HAZARDOUS SUBSTANCE MANAGEMENT**

16.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

16.2 All Mandatories shall have adequate Fire Fighting equipment in their possession with an up-to-date service record and personnel trained in basic firefighting and the use of such equipment.

16.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.

16.4 The Mandatory shall first obtain a **Hot Work Permit** from the NRF/iThemba LABS Project Manager or RSHEQ Department before any naked flame or grinder is used

anywhere outside a workshop. The permit is valid for one day only and shall be kept on the person who is using a naked flame.

- 16.5 All fires shall immediately be reported to the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 16.6 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.
- 16.7 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the **Hazardous Materials / Substances Controller**.
- 16.8 Any work which involves Lead, Asbestos and other Hazardous Chemical Substances will be conducted in terms of the Occupational Health and Safety Act, no. 85 of 1993 and its relevant legislation.
- 16.9 The use of an Approved Inspection Authority, authorized by the Department of Labour, to conduct a Risk Assessment and facilitate a personnel and environmental monitoring program will be required where work with asbestos is taking place or any other work with hazardous chemicals / materials which constitutes a significant risk / hazard to the health and safety of personnel.

## 17. **INTOXICATION AND ILLNESS**

- 17.1 No intoxicating substance of any form shall be allowed on the NRF/iThemba LABS Premises. Any person suspected of being intoxicated shall not be allowed on the premises.
- 17.2 Any person required to take medication, which may affect sobriety, shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 17.2 The Mandatory shall ensure that none of his/her employees report to the site while ill to such a degree where their own Health, Safety and wellbeing is jeopardized and where risk to other personnel may also exist.

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

- 18.1 In terms of Disaster Management Act, no. 57 of 2002, GNR 43257: COVID-19 Occupational Health and Safety Measures in Workplaces, and its subsequent amendments, the Mandatory shall take all measures to ensure the health, safety and wellbeing of all its employees.
- 18.2 The Mandatory and all its employees shall comply with all NRF/iThemba LABS COVID-19 safety protocols and procedures before being allowed access onto the iThemba LABS premises.
- 18.3 The Mandatory shall have a comprehensive screening and assessment program in-place to ensure all its employees have not contracted COVID-19. A record of the results from this program will be forwarded to NRF/iThemba LABS for assessment before access is allowed to the iThemba LABS site. If any employees are found to be ill and / or exhibit symptoms related to COVID-19, the effected employee must be isolated and further testing and assessments must be conducted by a medical

professional. Affected personnel must be either isolated for a minimum of 14 days and / or be remanded to a medical facility for further medical attention if required.

- 18.4 All personnel intending to enter onto the NRF/iThemba LABS Premises shall be screened and assessed for COVID-19 symptoms. Any contractors exhibiting symptoms and / or has a temperature of 37.5 degrees Celsius or greater shall not be allowed entry onto the premises and be advised to seek further medical screening and assistance from a Health Facility.
- 18.5 The Mandatory and its employees shall wear the following PPE (in relation to COVID-19) while on the iThemba LABS premises:
- Face Mask
  - Face Shield
  - Gloves where applicable
- 18.6 The Mandatory shall ensure that all their employees follow required sanitization protocols. The Mandatory shall provide sufficient hand sanitizer with a minimum 70% ethanol / Isopropanol content as prescribed by the WHO and ensure employees sanitize their hands on a regular basis. Where the provision and use of Hand Sanitiser may not be possible or allowed, the Mandatory shall provide suitable wash facilities.
- 18.7 The Mandatory shall ensure that social distancing protocols are adhered by ensuring, where applicable, their personnel maintain a minimum 1.5-meter distance from one another. Where this is not possible due to operational requirements, Employees must wear the prescribed PPE as indicated in 18.5.
- 18.8 The Mandatory shall ensure that no mass gatherings of 10 personnel or more take place at any time while on the NRF/iThemba LABS premises. Where possible all meetings must either take place in well ventilated areas or via the use of an online platform.

## 19. **FIRST-AID**

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

## 20. **HOUSEKEEPING AND WASTE MANAGEMENT**

- 20.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.
- 20.2 The NRF/iThemba LABS Project Manager and RSHEQ Department together with the appointed Contractor shall authorize areas where rubble and other waste material may be stored. This shall be done in a way that does not present a risk / hazard to personnel, interfere with any processes, obstruct movement and traffic flow and create an Environmental fallout.
- 20.3 All surplus, waste material and builders' rubble shall be removed from the premises on completion of the contract or as otherwise specified by the Project requirements / Project Manager. iThemba LABS reserves the right to remove such material against

cost within one week after completion of the contract if the contractor fails to do so within the allotted project time frame.

## **21. WORK IN AREAS WHERE RADIOACTIVE MATERIALS ARE PRESENT**

- 21.1 Any work that must be performed in any Radiation Protection Area requires the RSHEQ Department: Radiation Protection Manager to be notified before such work is commenced.
- 21.2 Contractors will adhere to all iThemba LABS Radiation Protection Protocols. Failure to do so shall result in termination of all contracts and removal from the premises.

## **22. SECURITY**

- 22.1 Mandatories are required to report to Security Personnel at the Main Gatehouse. Security will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 22.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.
- 22.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/iThemba LABS RSHEQ Department and Project Manager.
- 22.4 Mandatories are not permitted to stay on site after their shift has been completed.
- 22.5 Mandatories shall not interact or interfere with the perimeter fencing of iThemba LABS, both internally or externally, unless permitted in writing to do so by authorized iThemba LABS personnel.
- 22.6 Any Mandatory and / or its personnel found to be illegally removing iThemba LABS property shall be subject to action as stipulated in Section 22 of this Agreement.
- 22.7 NRF/iThemba LABS and its Security Personnel do not accept any responsibility for the safekeeping of any material, tools or equipment belonging to any Mandatory on site.

## **23. PROCEDURES IN THE EVENT OF AN ACCIDENT**

- 23.1 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the OHS Act, no. 85 of 1993.
- 23.2 All incidents shall be reported to the iThemba LABS Project Manager and the RSHEQ Department. Copies of all documentation pertaining to the incident shall be provided
- 23.3 The Contractor shall report all injuries to the Compensation Commissioner using the required legal documentation as contemplated in the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act.
- 23.4 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour and the South African Police Services.

## **24. INDEMNITY AND INSURANCE**

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

## 25. **PRECAUTIONARY MEASURES**

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

## 26. **FAILURE TO COMPLY WITH PROCEDURES**

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

## 27. **TRADE UNIONS**

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

28. **CLARIFICATION**

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

29. **DURATION OF AGREEMENT / CONTRACT**

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

30. **HEADINGS**

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

31. **ACCEPTANCE**

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

**Signed**

\_\_\_\_\_

**Section 16.1 Appointment (OHSA)**

**Date**

And / or

\_\_\_\_\_

**Section 16.2 Appointment (OHSA)**

**Date**

And / or

\_\_\_\_\_

**Appointed Safety / Compliance Officer**

**Date**

And / or

\_\_\_\_\_  
PrCHSA (PCMP)

Date

And / or

\_\_\_\_\_  
CHSM (PCMP)

Date

And / or

\_\_\_\_\_  
PrCHSO (PCMP)

Date

32. **APPENDICE 01: PRIMARY / SUB-CONTRACTOR COIDA INFORMATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Type of work being performed**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Commencement date of work: \_\_\_\_\_

Completion date of work: \_\_\_\_\_

**For South African Primary / Sub-Contractors Only**

Is your firm registered with Compensation Commission: Yes  No

If yes, your membership number: \_\_\_\_\_

Number of Personnel on the premises: \_\_\_\_\_

**Name of competent person on site and his contact number**

\_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

33. **APPENDICE 02: SAFETY FILE / SAFETY PLAN GUIDELINE FOR CONTRACTORS**

**1. PURPOSE**

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

**2. SCOPE**

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

**3. DEFINITIONS**

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

**4. RELEVANT LEGISLATION**

The relevant legislation shall include but not limited to:

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

**5. REQUIREMENTS**

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

1. Mandatory Agreement with client (37.2 Agreement)
2. Letter of Good Standing (Workman's Compensation)
3. Health and Safety Plan

4. Emergency Plan and Procedures
5. Health and Safety Policies
6. PPE Issue Register
7. Toolbox Talks
8. Accident / Incident Investigation
9. Employee Details
10. Medical certificates
11. Proof of Competency (Certificates)

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

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

- Incident Register
- Accident Incident Register
- W.C12 Document

**6. RISK ASSESSMENT TEMPLATE**

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

**7. CONTRACTOR’S AGREEMENT**

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

**8. REVIEW PERIOD**

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

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

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

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

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

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

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

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

**Safety Risk Assessment Legend**

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

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