

## REQUEST FOR PROPOSAL (RFP)

Bidders Name: .....

<b>RFP Number:</b>	<b>iLABS/RFP2023/24:14</b>
<b>RFP Description:</b>	Appointment of service providers for Building Repairs and Maintenance Services at iThemba LABS Gauteng, for a period of three years (3) with CIDB Grading of 2GB or Higher.
<b>Date of Issued:</b>	7 March 2024
<b>Physical address iThemba LABS premises:</b>	iThemba LABS Gauteng 514 Empire Road (Between Jan Smuts Avenue & Yale Road) WITS, Braamfontein Johannesburg 2050
<b>Closing Date</b>	22 March 2024 @ 11:00 am
<b>Submission of RFPs</b>	<a href="mailto:scm@tlabs.ac.za">scm@tlabs.ac.za</a> (Proposals / quotations must be sent via email only)
<b>For More Information (Technical):</b>	Mr. Philip Beukes / Mr Richard Chirwa ( <a href="mailto:scm@tlabs.ac.za">scm@tlabs.ac.za</a> )
<b>For More Information (Supply Chain Management):</b>	Mr. Lusindiso Buje: <a href="mailto:scm@tlabs.ac.za">scm@tlabs.ac.za</a>
<b>Date Goods/Service Required:</b>	As and when required
<b>Validity from Closure Date:</b>	90 Days
<b>Preferential Procurement System Applicable:</b>	<b>80:20</b>  This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2022 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and any other applicable legislation

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## INTRODUCTION TO THE NRF

The 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.

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

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

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

The Accelerator Operations and Technical Support Department is responsible for this RFP.

### 2 INVITATION FOR PROPOSAL

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

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

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

#### **The purpose of this RFP :**

Appointment of service provider for Building Repairs and Maintenance Services at iThemba LABS Gauteng, for a period of three years (36) Months with CIDB Grading of 2GB or Higher as and when required with the right to cancellation due to non – performance.

### 3 OBJECTIVES OF ITHEMBA LABS

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

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

### 4 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

## SECTION 1: Process Description & Administrative Requirements.

### 1.1 Mandatory and Administrative Requirements

- a) All documentation to be included:

**PART 1:** Technical Proposal: RFP No.: iLABS/RFP2023/24:14

**PART 2:** B-BBEE and other Mandatory Documentation:

- b) Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).
- c) Pricing must be filled in on this document and can be supported by a separate proposal.
- d) Prices supplied must be fully inclusive of all costs; value added tax, delivery charges and other taxes.
- e) Prices must be in South African currency.
- f) Price summary supplied in this document is firm prices.
- g) Bidders not submitting mandatory returnable evaluation documents will not be considered for technical evaluation and will be disqualified automatically.

<b><u>Administrative Compliance Returnable Documents</u></b> <b>(M – Mandatory); (O – Optional)</b>	<b>Submitted</b>	
Bidders Disclosure (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSD (Central Supplier Database) Proof of Registration ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> )	<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>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
B – BBEE Certificate or sworn affidavit (if claiming for BEE point)	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Company Profile, indicating similar previous work done as per specifications.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Building Maintenance environment to a minimum of 3 projects – The Project list must include the Value, Duration and Scope of works of the contract within the last Five years.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Submission of Curriculum Vitae (CV) confirming the qualifications and experience of the suitably qualified staff in following building related trades – AC technician, Plumbing, Electrician, Painting, Carpenter and Tiler. (valid trade certificate to be submitted for each trade).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resolution by the Bidder authorizing signatory (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Submission of minimum of three (3) Written Trade References for similar work or service in a Commercial Building Maintenance environment.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Submission of Sub-Contractor details if applicable.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Detailed Price Proposal [Refer to Pricing Schedule on page 11] and Pricing schedule.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## 1.2 Proposal Submission

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

RFP No : **iLABS/RFP2023/24:14**

### **Description of Services:**

Appointment of service providers for Building Repairs and Maintenance Services at iThemba LABS Gauteng, for a period of three years (3) with CIDB Grading of 2GB or Higher at iThemba LABS(TAMS), Johannesburg, South Africa

Closing Date and Time: **22 March 2024**

## 1.3 Delivery Instructions for Bids

1.3.1 Submit via Email to [scm@tlabs.ac.za](mailto:scm@tlabs.ac.za)

1.3.2 Please note that this RFP closes punctually at 11:00 am on **22 March 2024**. No late bids will be accepted.

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

1.3.4 No facsimile responses will be considered, unless otherwise stated herein.

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

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

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

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

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

## 1.4 Awarding of Request for Proposal and Appointment of Bidder

1.4.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

1.4.2 iThemba LABS will award the contract to qualified bidder(s) whose proposal is determined to be the most advantageous to iThemba LABS, taking into consideration the Technical (Functional) Solution, Price and B-BBEE.

## **1.5 Evaluation Process**

### **1.5.1 Evaluation of proposals:**

All proposals will be evaluated by an evaluation team and SCM for administrative compliance, Technical/Mandatory Requirements (if applicable), 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.

### **1.5.2 Evaluation process will be followed:**

- The first phase includes evaluation of administrative requirements and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.  
Pricing Proposals will only be considered after the technical phase has been adjudicated and accepted.
- Preference points system:

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. **If all bids received are more than R 1 Million, this bid will automatically be cancelled.**

## **1.6 Pricing Proposal:**

### **1.6.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal.**

### **1.6.2 Price needs to be provided in South African Rand (incl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated. Companies to indicate if not VAT registered where applicable**

## **1.7 Appointment of Bidder**

### **1.7.1 Appointment as a successful bidder shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement iThemba LABS reserves the right to appoint an alternative supplier.**

### **1.7.2 Awarding of contracts will be announced on iThemba LABS website and regret letters will be sent to unsuccessful bidders.**

## **1.8 Communication**

### **1.8.1 Bidders are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.**

### **1.8.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.**

### **1.8.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at [scm@tlabs.ac.za](mailto:scm@tlabs.ac.za) on any matter relating to its RFP proposal.**

### **1.8.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.**

## SECTION 2: BACKGROUND

### 2.1 BACKGROUND

iThemba LABS has identified a need to improve its business operations to cater for the needs and expectations of its customers and employees. To achieve this, an efficient and effective technical and ergonomically infrastructure should be in place to enable its core businesses to operate optimally. Given the technical nature and resources required to complete the proposed works, it was decided to source an external service provider.

## SECTION 3: SPECIFICATIONS

3.1. The objective is to include the servicing, maintenance, repairs, alterations, plumbing, relocation and minor new installations to the Building infrastructure at iThemba LABS, in a sustainable manner while ensuring compliance to general safety and all relevant **SANS 10400 legislation**.

3.2. The successful bidder will be required to source and supply all the necessary materials, and bring together every expertise and control necessary to successfully complete the works in the minimum amount of time, while placing a huge emphasis on working closely with the administrators and managers of the building, by keeping all informed of the progress of the various jobs and providing regular updates from your team. You will actively monitor all aspects of the projects, until they are completed in accordance with your operational objectives.

### 3.3. Technical Specification

The service provider will be fully responsible for meeting all requirements in this document regarding the works. In addition, all works will be carried out to the standard and iThemba LABS working procedures, as well as any applicable governing law and/or regulations.

The contractor must ensure that all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993)

The contractor's must make provision for a safety file which must be handed to the iThemba LABS SHE manager prior to commencement of any work and be up-to-date at all times.

### 3.4. DETAILED SCOPE OF WORK

3.4.1. The scope of work comprises of Plumbing Maintenance Services, Building, Civil and Electrical maintenance, refurbishment, renovation, repairs and alterations services. This includes any electrical installation, repairs, and alterations required or emanating from such building/civil maintenance work. The bidder will provide the skilled and competent labour in a variety of building trade to achieve the successful completion of works as listed below but is not limited to the following:



## **Building Civil and Electrical maintenance work**

The Corrective, Preventive and Planned Maintenance of iThemba LABS building infrastructure.

- Repairs to- and maintenance of Air conditioners
- Plumbing Repairs & Maintenance to hot & cold-water reticulation services including but not limited to
- Repairs to sanitary-ware and ablution facilities
- Storm water drains
- Sewage lines
- Replacement and fitment of tiling according to iThemba LABS specification
- Repairs to Water proofing and Roof repairs according to iThemba LABS specification
- Repairs to or replacement of paving, curbing and asphalt road surfaces
- Repairs or replacement of door locks (Cylinder deadlock, knob Cylinder, Mortice locks)
- Repairs to or replacement of flooring Carpets, Vinyl flooring
- Repairs to or replacement of Suspended Ceilings
- Epoxy floor repairs & painting
- Erecting brick walls
- Repairs to or replacement of Steel and aluminium work (incl. fences & gates)
- Moving and transporting of furniture and equipment
- Repairs to or replacement of Carpentry, masonry, joinery and ironmongery
- Painting according to iThemba LABS paint specification
- Replacement of glass & glazing
- Clearing and cleaning of gutters
- Clean existing roof covering using a high-pressure water cleaning system
- Repairs to or replacement of signage
- Repairs, and alterations to existing installation as required
- Repair and maintenance of gate motors
- Repair and maintenance of access control systems, cabling, trunking and conduits
- Execution of new installation work
- All work to be carried out by suitably qualified electrician and to comply with all relevant and applicable standards
- For any underground installation, before any excavation works commence, contractor to confirm cable and services locations with iThemba Labs responsible department
- A COC according to SANS 10142-1 to be issued on completion of all electrical installation work
- Quotation shall be fit for the purpose and be based on details as provided by iThemba Labs
- All consumables (cables, lugs, glands, securing hardware etc.) to be included in the quotation
- All labour, travelling and materials to be included in the quotation

- An instruction to carry out work must first be obtained from iThemba Labs before commencing any work and all work to be supervised by iThemba Labs responsible department
- IThemba Labs will accept no responsibility for defects introduced by tampering of unauthorized alterations made to electrical installation by the contractor
- Any variations to the quote or additional work must first be detailed and agreed upon by both iThemba Labs and contractor before the commencement of such work

### 3.5. **Guarantee**

All new equipment, materials, workmanship, repaired are furnished with a written guarantee which includes a defects liability period of 10 years from date of issue of the guarantee as prescribed by the manufacturer.

### 3.6. **Response & Call – Out Response times**

iThemba LABS operates 24/7 with normal office hours 8:00 to 16:30 hence the contractor will be required to respond to a work instruction from iThemba LABS within 24 hours. For emergency repairs the contractor shall ensure at any time of the day or night, **seven (7) days** a week, inclusive of all statutory holidays, throughout the contract period, that appropriate staff are available to respond to call-outs. The response times to call-outs must be within 2 hours from being notified.

### 3.7. **Control of work and Quality Assurance**

It is an essential element of this contract that the control of the work, the Quality Control and Quality Assurance falls under the direct control of the waterproofing Contractor. The Quality Control on site shall be structured by a person with the required expertise and knowledge to ensure the progress and the quality of the work produced is of a high standard.

Attention to detail is of prime importance. Should the Quality be of an unacceptable standard, the representative of iThemba LABS will stop the Works and **no other work shall continue until the Quality is of an acceptable standard.**

## 4. **SUB-CONTRACTING**

**If part of the work will be sub-contracted, company profiles of each sub-contractor to be submitted with the proposal.**

**The successful bidder may not subcontract the whole of the works.**

**Delivery address: iThemba LABS, Johannesburg.**

### PRICING SCHEDULE

- Bidders must price in accordance with the pricing schedules below, this will enable iThemba LABS to compare priced offers, the priced rates in the BOQ will be fixed for the 36-months contracted period.
- Failure to submit a priced offer using the prescribed schedules may make the bid liable for disqualification.
- A Detailed Breakdown of costs must be attached to all invoices.
- iThemba LABS at times may require labour only as the material and equipment may be in stock or free issued to the contractor.
- All rates quoted as part of this bid will apply to adhoc works as/when required (additional work outside scheduled maintenance).
- Do not leave any area blank in the pricing schedules.
- All payments will be made 30 days from receipt of invoice.
- Payment for this contract will be against proven cost accompanied by receipts and work request report.
- All travel rates will be paid in line with the SARS Tax Free Rate no claim may exceed the distance from the primary place of business.
- **3rd Party Procured Items – Equipment, Spares, Sub -Contracting and material will be charged at cost plus mark-up of %. - VAT shall not form part of mark-up calculations. Please state percentage mark-up in the BOQ**

PRICING SCHEDULE (LABOUR)						
Item	Description	Unit	Normal Hours, Rate per hour (VAT inclusive)	After Hours, Rate per hour (VAT inclusive)	Saturday Rate per hour (VAT inclusive)	Sunday / Public Holidays Rate per hour (VAT inclusive)
1.	AC technician	1	R	R	R	R
	AC Assistant	1	R	R	R	R
2.	Qualified Plumber	1	R	R	R	R
	Plumber's Assistant	1	R	R	R	R
3.	Qualified Carpenter	1	R	R	R	R
	Carpenter's Assistant	1	R	R	R	R
4.	Qualified Tiler	1	R	R	R	R
	Tiler's Assistant	1	R	R	R	R
5.	Qualified Painter	1	R	R	R	R
	Painter's Assistant	1	R	R	R	R
6.	Qualified Electrician	1	R	R	R	R
7.	Electrician's Assistant	1	R	R	R	R
8.	General worker /Labourer	1	R	R	R	R
9.	High Pressure Cleaning (including equipment and labour per hour)	1	R	R	R	R
	<b>TOTAL (PART A)</b>					
	<b>VAT INCLUSIVE</b>		R	R	R	R
	<b>OTHER PRICES</b>					
Item	Description	Unit	Rate (Including VAT)	Proposed % mark up on materials		
10.	<b>Issue of CoC (Certificate of Compliance)</b>	1	R			

11.	<b>SHEQ File</b>	1	R		
12.	<b>Travel</b>	Per 1 km	R		
13.	<b>Mark up percentage on materials</b>	1		%	
	<b>TOTAL (PART B) VAT INCLUSIVE</b>		R		

## SPECIAL CONDITIONS

- 1) Responses received from the prospective service providers do not give rise to any contractual obligation to iThemba LABS.
- 2) iThemba LABS reserves its own right to utilize or not utilize any of the information provided by the prospective service providers.
- 3) iThemba LABS reserves the right to request further information should they deem necessary to do so.
- 4) iThemba LABS may decide to call presentations to interrogate the proposals submitted by any prospective service providers.

Service being Measured	Measurement	Minimum level
Building Maintenance Services	Completion of repairs and maintenance as per the agreed programme and timeline.	The penalty as per clause GCC22 will be applied.
Certificate of Compliance	A Certificate of Compliance must be handed to the Site Services Manager (iThemba LABS) upon completion of all plumbing works where COC is required.	100% Compliance to the Specifications on the RFP
Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing	Personal Protective Equipment and Clothing.
Health & Safety Administration.	A Contractors' Obligation Form must be completed Annexure A (58-62) must be completed prior to compulsory induction by SHE department.	To be submitted with the RFP.
Safety File	Submission Date	Prior to commencement of work

## SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Penalty where minimum levels are breached
Timely delivery	As stipulated on GCC 22.1 and contractually agreed
Personal Protective Equipment and Clothing.	Letter of Non - Compliance
Health Safety and Administration.	Letter of Non - Compliance

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT	
GCC22	<b>22. Penalties</b>
	<p>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.</p>

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

## 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

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<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.




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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 **DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 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

---

<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.

## STANDARD BIDDING DOCUMENT (SBD) 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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
  - (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.)*

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		

#### 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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**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 “As and When” in terms of the specific contract clauses**

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete Request for Order. The detailed quotation together with the signed request for order form must be submitted to Supply Chain Management Office for processing;

4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

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

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and



	<p>4.3.9. The specific delivery site.</p> <p><b>5. Communicating where incidental services are required as listed in this document</b></p> <p>5.1. Incidental services are specified in the incidental services clause</p> <p>5.2. Incidental services are priced in accordance with the incidental clause where such prices have not been set in the SBD form.</p> <p><b>6. Communicating where spare parts are required as listed in this document</b></p> <p>6.1. The spare parts services are specified in the spare parts clause</p> <p><b>7. Performance Management</b></p> <p>7.1. The NRF measures performance throughout the contract life.</p> <p>7.2. The NRF has regular performance review with the contractor.</p> <p>7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.</p>
<b>CONTRACTED BIDDER</b>	
	<p><b>8. Managing the Contract</b></p> <p>8.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p>8.2. The Service Provider will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).</p> <p><b>9. Contract Manager</b></p> <p>9.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.</p> <p><b>10. Communication</b></p> <p>10.1. The contracted party communicates in writing and through email.</p> <p>10.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.</p> <p><b>11. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</b></p>

	<p>11.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the NRF.</p> <p><b>12. Health and Safety Requirements</b></p> <p>12.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.</p> <p>12.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).</p> <p>12.3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>12.4. Prior to commencement of any work the contractor needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.</p>
<p><b>BID SUBMISSION CERTIFICATE FORM</b></p>	
	<p>I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.</p>
	<p>My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.</p>
	<p>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</p> <ul style="list-style-type: none"> <li>• Invitation to Bid</li> <li>• Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</li> <li>• Bidder's responses to this invitation as attached to this document</li> <li>• Pricing Schedule(s) including detailed schedules attached</li> <li>• CSD / Tax clearance letter</li> <li>• Bidder's Disclosure (SBD4);</li> <li>• SBD 6.1 in terms of the Preferential Procurement Regulations 2022</li> <li>• Conditions of contract as set out in this document (GCC)</li> </ul>
	<p>I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding</p>

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