



**iThemba  
LABS**  
Laboratory for Accelerator  
Based Sciences

**INVITATION TO BID**

**APPOINTMENT OF A MAIN CONTRACTOR FOR THE  
CONSTRUCTION OF NEW OFFICES AND LABORATORIES AT  
ITHEMBA LABS IN FAURE, WESTERN CAPE**

**Bidder Name:**

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**Bid Number:**

NRF/ILABS TIPB/65/2020-21

**Site Clarification  
Meeting**

Due to security restrictions and the prevailing COVID-19 situation, confirmation of attendance of the compulsory clarification meeting is required and the interested bidders shall express their intention to attend the briefing meeting by email to scm3@tlabs.ac.za by 11 June 2021 at 11h00.

Compulsory Briefing session to be held during the week of 14th-18th June 2021 (time will be communicated to interested bidders)

Venue: iThemba LABS, Old Faure Road, Faure, Western Cape

**Closing date:**

29 June 2021

**Closing time:**

11:00 am

**Bid box address**

Tender Box, Main Security Gate, iThemba LABS,

Old Faure Road, Faure

Western Cape, 7131, South Africa

GPS coordinates: 34.025°S 18.716°E

Dimensions of tender box opening: 300 mm x 20 mm

**Envelope addressing**

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address

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# INTRODUCTION

## INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder.

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.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

## INTRODUCTION TO THE BUSINESS UNIT

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.

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

## CONTEXT OF THIS PROCUREMENT NEED

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

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

The project at hand entails the construction of a new building on the NRF/iThemba Labs premises.

The objective is to construct an efficient and effective technical and ergonomic infrastructure that will enable the Technology Innovation Platform initiative to operate optimally.

The proposed new iThemba LABS building will house offices for 8 staff members, a meeting room, 4 laboratories for development work on electronics and detector systems, and ablution facilities, comprising an approximate floor area of 400 m<sup>2</sup>.

The works will be done within an existing site adjacent to an existing 3 storey building. It is of utmost importance that, to the best of the bidder's ability, normal operations on the existing site and to the adjacent building must not be hindered.

Working times, in general, will be as follows:

The working times and planning around occupancy will be discussed with the successful Contractor for careful consideration and planning.

## **STATUS QUO**

1. There exists a building on site adjacent to the proposed new building.
  - 1.1. The adjacent building is three storeys high and the construction is brick work with cantilever concrete balconies.
2. The site is orientated in such a way that the new building will face north without any restrictions.
3. There is no obstruction on the proposed site and the ground cover is grass. The site is also situated close to an access road. There are parking spaces directly north and south of the proposed site. The site is also relatively flat, which is favourable to keep layer works to a minimum.
4. The existing services (water, sewer) are close to the proposed site so no unnecessary excavations are required to tie into the existing services.

# PART A - CONTRACT

PRE-QUALIFICATION ELIGIBILITY CRITERIA			
LOCAL CONTENT			
NRF Local Content	As Applicable		
Legislative Local Content	Electrical Cables: 90%		
NRF TRANSFORMATION			
Sector Code Applicable	Not Applicable		
Minimum status B-BBEE level or not?	Yes		
Minimum status level	2		
Designated Group	Not Applicable		
Black Ownership	Not Applicable		
Black Women Ownership	Not Applicable		
A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.			
<b>Verification certificate submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sworn affidavit submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
CIDB GRADING			
<b>CIDB Category and Grading for this Project</b>		5GB or higher	
<b>Minimum Category and Grading for CIDB Registered Contractors</b>		5GB	
It is estimated that tenderers must have a CIDB contractor grading designation of <b>5GB</b> or higher.			

## PROJECT SPECIFICATIONS

The project entails the construction of a new building on the NRF/iThemba Labs premises.

The objective is to construct an efficient and effective technical and ergonomic infrastructure that will enable the Technology Innovation Platform initiative to operate optimally.

The proposed new iThemba LABS building will house offices for 8 staff members, a meeting room, 4 laboratories for development work on electronics and detector systems, and ablution facilities, comprising an approximate floor area of 400 m<sup>2</sup>.

The scope of works will be based on the attached documents: Drawings, Specification and Bills of Quantities.

The work will comprise Architectural, Mechanical, Electrical, Structural and Civil engineering services.

This entails but is not limited to; connections to existing and or municipal servitudes; power supply to the building; provision and installation of HVAC systems; Gas supply and reticulation; and Mechanical equipment installations.

### SITE LOCATION



Fig. 1: Western Cape, Old Faure Road – iThemba LABS NRF

**PLEASE NOTE:** It is the responsibility of the bidder to familiarise themselves with the existing site and its conditions when submitting proposals for the aforementioned project.

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## SCOPE OF WORKS

### ELECTRICAL SCOPE OF WORKS

The Electrical scope comprises mainly of Power Supply to the new building, Lighting and "Wireways".

#### a. Power Supply

- Dedicated outlets, all lighting, fire detection and ICT infrastructure will be supplied from an in-line UPS unit. The UPS will be 10 kVA, with an internal 30-minute back-up battery bank.

- Power points/general sockets, among others, form part of the Electrical scope.

- Power is to be provided to the equipment in the building such as HVAC, Audio visual equipment and others.

#### b. Lighting

- All laboratories and offices will be equipped with a single light switch at the entry way.

- The lamp technologies to be installed are energy efficient LED fittings.

- Forming part of the Electrical scope/Lighting will be emergency lighting; occupancy sensors; Day and night sensors and timers among others.

#### c. Wireways

These include the following:

- Small power reticulation
- Data reticulation
- Power skirting
- Underfloor trunking and utility boxes

The new building will be provided with lightning protection and earthing. The earthing and lightning protection must be installed by a certified specialist. Upon completion of the installation, a certificate of compliance is to be issued.

The new building will be supplied with a single cable feeder from the main LV room (existing building).

The new labs will be fitted with a 10 kVA UPS unit with 30-minute back-up battery capacity.

Refer to the Electrical specifications document and drawings for a detailed scope of works description.

### MECHANICAL SCOPE OF WORKS

The following system components form part of the Mechanical Scope:

- Heating, ventilation and air conditioning (HVAC)
- Gas supply and reticulation
- Fire detection system

Refer to the Mechanical specifications document and drawings for a detailed scope of works description.

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## CIVIL SCOPE OF WORKS

The following system components form part of the civil engineering scope:

a. Water Supply

There is currently an existing water reticulation system that supplies water to the existing site that comprises offices and laboratories. It is planned that a water connection will be made from an existing building to the new proposed building.

b. Sewer reticulation

There is an existing sewer drainage system located on site. It is planned that a sewer connection will be made from an existing building to the proposed new building.

Refer to the Civil engineering specifications document and drawings for a detailed scope of works description.

## REQUIREMENTS

The contractor shall be evaluated on the following criterion:

1. Execution Plan

Proposed high-level Execution Plan detailing how the project will be executed and a method statement for the multi-disciplinary aspects of the project (i.e. building works, civil, mechanical and electrical). The execution plan should also indicate the proposed timelines with reference to the program, resources and dependencies as understood by the Bidder. The execution plan should demonstrate a clear understanding of the requirements and associated execution risks with risk mitigation strategies.

- The execution plan shall demonstrate a clear and concise understanding of the project requirements and deliverables.
- The plan must indicate the planned allocation of resources throughout the duration of the project.
- The must include the contractor's project schedule and schedule management;
- The plan must include the Project Budget / Cost Management Plan;

2. Quality Control Plan

The planned quality control practices and procedures which will ensure compliance with stated employer's requirements.

This plan must outline the bidder's Quality control procedures which includes;

- Quality Management Procedure;
- Scope Management Procedures;
- Inspection tests and forms (Pre and Post)
- Supplier & Sub-contractor vetting process

3. Project Schedule

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It is required of the bidder to submit a clearly documented Project Schedule indicating a start and end date, major milestones clearly identified, critical path and estimated duration and logic to reach works completion clearly reflected. Project Schedule further contains information on execution integration and redundancy for unforeseen delays or occurrences.

4. Contractor's Experience

The bidder is required to submit a list of at least 2 Similar Projects Completed with a 5GB or higher Grading in the past 5 years.

The following need to be submitted together with the list:

- reference letters/completion certificates regarding similar work completed indicating value of works.
- Contactable telephonic references for the listed works completed.

5. Staff Requirements

The project at hand requires the expertise of the following professions;

Construction Project Manager:

The construction project manager is required to possess a minimum of 4 years' experience in construction projects and management.

The bidder must submit a detailed CV of the Construction Project Manager with contactable references, Professional experience with a construction background.

Site Agent:

The Site Agent is required to possess a minimum of 2 years' experience in construction projects and site duties.

The bidder must submit a detailed CV of the Site Agent with contactable references, Professional experience with a construction background.

General Foreman:

The General Foreman is required to possess a minimum of 1 years' experience in construction projects.

The bidder must submit a detailed CV of the General Foreman with Trades certificates, contactable references, Professional experience with a construction background.

Health & Safety Officer

The Health & Safety Officer is required to possess a minimum of 2 years' experience in construction projects.

The bidder must submit a detailed CV of the Health & Safety Officer with relevant certificates, contactable references, Professional experience with a construction background.

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### Quantity Surveyor

The Quantity Surveyor is required to possess a minimum of 2 years' experience in construction projects.

The bidder must submit a detailed CV of the Quantity Surveyor with, contactable references, Professional experience with a construction background.

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## **SUB-CONTRACTOR MANAGEMENT**

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### Procedures for the appointment of sub-contractors:

- The contractor shall not subcontract more than 30% of the contract.
- The sub-contractor shall have a minimum CIDB grading of 3GB/EB/ME or higher.
- It is estimated that subcontractor must have a CIDB contractor grading designation of 3GB/EB/ME or higher.

### Specific requirements for sub-contractor documentation:

- A letter of appointment from the main contractor
- Must have their own Health and Safety file
- Agreement between the sub-contractor and the main contractor must be approved by the client prior to appointment.

### Specific procedures to comply with Preferential Procurement Policy Framework Act requirements for sub-contracting within signed contracts:

#### Responsibility for sub-contractor defects and remediation:

- Responsibility lies with the main contractor

#### Responsibility for payment of sub-contractors in terms of CIDB processes:

- Main contractor is responsible for payments of sub-contractors

## **DRAWINGS ATTACHED FORMING PART OF THE SPECIFICATION**

<b>Drawing No.</b>	<b>Description/Title</b>
P19122-TN-00-LOD-000	LIST OF DRAWINGS
P19122-TN-03-ARC-100	GROUND FLOOR PLAN
P19122-TN-03-ARC-101	REFLECTED CEILING PLAN
P19122-TN-03-ARC-102	FIRE PLAN
P19122-TN-03-ARC-103	ROOF PLAN
P19122-TN-03-ARC-200	NORTH & SOUTH ELEVATION
P19122-TN-03-ARC-201	WEST ELEVATION & SECTION A-A
P19122-TN-03-ARC-300	SECTION B-B & C-C
P19122-TN-03-ARC-600	DOOR SCHEDULES SHEET 1
P19122-TN-03-ARC-601	DOOR SCHEDULES SHEET 2
P19122-TN-03-ARC-700	WINDOW SCHEDULES
P19122-TN-03-ARC-800	FINISHING SCHEDULES
P19122-TN-03-ARC-801	SANITARY SCHEDULES
P19122-TN-03-ELE-LOD-000	LIST OF DRAWINGS
P19122-TN-03-ELE-001	ELECTRICAL SINGLE LINE DIAGRAM DB-1
P19122-TN-03-ELE-101	POWER LAYOUT
P19122-TN-03-ELE-201	LIGHTING LAYOUT
P19122-TN-03-ELE-401	WIREWAY LAYOUT
P19122-TN-03-ELE-901	ELECTRICAL SITE PLAN
P19122-TN-03-MEC-001	LIST OF DRAWINGS
P19122-TN-03-MEC-100	HVAC LAYOUT & SECTIONS
P19122-TN-03-MEC-101	GAS RETICULATION LAYOUT
P19122-TN-02-WR-001	WATER LAYOUT
P19122-TN-02-SR-001	SEWER LAYOUT

## DOCUMENTS ATTACHED FORMING PART OF THE SPECIFICATION

1. Bills of Quantities	Annexure C
2. Architectural Drawings	Annexure D
3. Electrical Engineering Drawings	Annexure E
4. Electrical Engineering Specification Document	Annexure F
5. Mechanical Engineering Drawings	Annexure G
6. Mechanical Engineering Specification Document	Annexure H
7. Civil Engineering Drawings	Annexure I
8. Civil Engineering Specification Document	Annexure J

### CONTRACT PERIOD

The contractual period for this bid is twelve (12) months. Commencement will be on the date of final signature on the SBD 7.1 Contract Form.

### OBLIGATIONS OF NATIONAL RESEARCH FOUNDATION

**1. Contract Management**

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

**2. Contract Manager**

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

**3. Contract Communication**

3.1. The NRF communicates all communications in writing as well as through email.

3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

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

4.1. Incidental services are specified in the incidental services clause

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

**5. Performance Management**

5.1. The NRF measures performance throughout the contract life.

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

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

## OBLIGATIONS OF CONTRACTED BIDDER

### **6. Managing the Contract**

- 6.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
- 6.2. The Service Provider will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

### **7. Contract Manager**

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

### **8. Communication**

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

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

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

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

- 10.1. All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.
- 10.2. Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.
- 10.3. The appointed bidder, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed bidder performs all work and uses equipment on site complying with the provisions of the Act.
- 10.4. To this end, the appointed bidder shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed bidder furnishes its registration number with the office of the Compensation Commissioner.
- 10.5. The appointed bidder maintains a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site.
- 10.6. The NRF manages the appointed bidder in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions to the Act. Each member of the appointed bidder's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the appointed bidder's health and safety file.

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

- 11.1. iThemba LABS facilities involve radiation research requiring additional safety and risk measures. 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.
- 11.2. In exceptional instances the iThemba Risk Control Manager may grant permission. In such an event, the appointed

	<p>bidder shall produce a valid Certificate of Competency as described in the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the appointed bidder who operates the above-described equipment. Any employee of iThemba LABS may ask such Contractor to produce the said Certificate.</p> <p>11.3. All surplus material and builders' rubble must be removed from the premises on completion of the contract or as otherwise specified by the Risk Control Manager. iThemba LABS reserves the right to remove such material against cost within one week after completion of the contract.</p> <p>11.4. The appointed bidder shall report any injuries sustained by their employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the O.H.S. Act, Act 85 of 1993.</p>
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## PERFORMANCE LEVELS

If the contracted bidder fails to meet any performance level:

- a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
- b. Promptly correct the failure and begin meeting the set performance levels;
- c. Advise the NRF as to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

## STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Delivery of entire project	Completed the whole of the works on time according to approved work plan.	The penalty per calendar day is: 0.024% of the contract sum.
Quality	Poor workmanship of the works and/or deviation from SANS specifications.	Non-payment until rectified at bidder's own cost.
OHS Compliance	Non-compliance with OHS Act.	R 5 000 for each and every occurrence of non-compliance.

## EVALUATION PROCESS

Option 2 of the proposal procedure using the two stage-system, with sub-stages when required, shall be applied:

**Administrative stage (One):** (CSD registered/SBD's/B-BBEE//Returnable document list/datasheet) Compliance with administrative and evaluation requirements. All bidders that fail to meet these requirements are disqualified from further evaluation.

**Technical stage (Two):** Compliant bidders will be evaluated based on the technical compliance in Part A. This stage may consist of multiple sub-stages. All bidders that fail to meet the technical minimum are disqualified from further evaluation.

**Scoring stage (Three):** Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1 in accordance with the PPPFA.

## BIDDER ELIGIBILITY REQUIREMENTS

Bidders have to supply the following information as part of their tender bid to be eligible for evaluation:

1. All applicable Standard Bidding Documents (SBDs) signed and completed
2. Valid B-BBEE certificate or affidavit
3. Copy of Central Supplier Database (CSD) report
4. Certificate of public liability insurance cover
5. Copy of CIDB grading certificate
6. Letter of good conduct from the Department of Labour (or approved Institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)
7. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the bid where required.
8. List of similar projects with a 5GB Grading or higher, completed over the last 60 months with the list including contract value, type of work performed to be provided.
9. Proposed Execution Plan
10. Quality Control procedures
11. Curriculum Vitae of Construction Project Manager.
12. Curriculum Vitae of Site Agent.
13. Curriculum Vitae of General Foreman.
14. Curriculum Vitae of Safety Officer.
15. Curriculum Vitae of Quantity Surveyor.
16. Three (3) written references or project completion certificates with contact details for those whom the bidder has completed similar work for within the last sixty (60) months (preferably last thirty-six (36) months) that meets the minimum threshold (Refer to Reference letter format on page 45)

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 5GB class of construction work; and;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5GB class of construction work.

In instances where a Consortium or Joint Ventures is involved, it is required that each party must submit separate information as part of their tender bid to be eligible for evaluation. This information includes:

1. Valid B-BBEE certificate or affidavit
2. Copy of Central Supplier Database (CSD) report
3. Certificate of public liability insurance cover
4. Copy of CIDB grading certificate
5. Letter of good conduct from the Department of Labour (or approved Institution) in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)
6. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the bid where required.
7. List of similar projects with a 5GB Grading or higher, completed over the last 60 months with the list including contract value, type of work performed to be provided.

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY EVALUATION

Returnable Documents (M – Mandatory); (O – Optional)	Specification		
	Submitted	Bid Section Reference	Reference to Bidder's document
<b><u>Bidder Eligibility Administration</u></b>			
Procurement Invitation (SBD 1), signed and completed	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 31 & 46
Verify the standard bidding documents are clear for conflict of interest (SBD 4); clean past SCM practices (SBD 8); independence in bid determination (SBD 9), and signed offer (SBD 1).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 35, 43 & 43
SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors (completed and signed)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 40
Verify the claimed preference points to the bidder's Preference Points Claimed (SBD 6.1) and the BBBEE certificate	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 36
Verify that the bidder is tax compliant on the Central Supplier Database (CSD) (CSD report to be submitted)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34
Confirmation of Public Liability Insurance cover of R 5 million	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17
Submission of a valid CIDB Grading certificate, 5GB or higher	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6
Submission of a Valid ( <i>meaning not expired</i> ) 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>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17
Proof of Registration of entity - Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document AND Identities documents of all shareholders, directors, members, trustees or partners	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17
Authority for Signatory submitted	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17
<b><u>Specification Eligibility</u></b>			

Submission of Execution Plan	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Quality Control plan	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a List of a minimum of 5 similar CIDB Grade 5GB projects	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Curriculum Vitae of a Construction Project Manager with a minimum of 10 years' experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Curriculum Vitae of Site Agent with a minimum of 10 years' experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Curriculum Vitae of General Foreman with a minimum of 5 years' experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Curriculum Vitae of Safety Officer with a minimum of 5 years' experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Submission of a Curriculum Vitae of Quantity Surveyor with a minimum of 5 years' experience	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
Minimum of three (3) Contactable written references or project completion certificates with contact details for bidders completed projects within the last sixty (60) months (preferably last thirty-six (36) months) that meets the minimum threshold (Refer to Reference letter format on page 45)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 17	
		Reference 1: From:		
		Reference 2: From:		
		Reference 3: From:		
<b>Returnable Documents</b>		<b>Pricing</b>		
Full Pricing in the format provided in this document (Separate envelope)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 27	

## FUNCTIONAL EVALUATION

Competence Criterion	Key Aspects of Criterion	Point Allocation	Total Points	
<b>Execution Plan</b>	Proposed high-level Execution Plan detailing how the project will be executed and a method statement for the multi-disciplinary aspects of the project (i.e. building works, civil, mechanical and electrical). The execution plan should also indicate the proposed timelines with reference to the program, resources and dependencies as understood by the Bidder. The execution plan should demonstrate a clear understanding of the requirements and associated execution risks with risk mitigation strategies;	<p>Poor -</p> <p>The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p>	0	10
		<p>Satisfactory -</p> <p>The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.</p> <p>The quality plan, manner in which risk is to be managed, etc. is too generic.</p>	5	
		<p>Good -</p> <p>The approach is specifically tailored to address the specific project objectives and methodology, and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.</p>	10	
<b>Quality Control</b>	The planned quality control practices and procedures which will ensure compliance with stated	<p>Poor -</p> <p>Quality control procedures are unlikely to ensure compliance with stated employer's requirements.</p>	0	10

	employer's requirements.	Satisfactory - Quality control procedures are likely to ensure compliance with stated employer's requirements.	5	
		Very Good - Quality control procedures are most likely to ensure compliance with stated employer's requirements.	10	
<b>Project Schedule</b>	Project Schedule including Gantt Chart for the project capturing the specific details.	Project Schedule is not adequately detailed, i.e. milestones and critical path not clear	5	15
		Project Schedule shows estimated start and finish dates. Major milestones, critical path and estimated duration and logic to reach works completion is not clearly identified	10	
		A clearly documented Project Schedule indicated a start and end date, major milestones clearly identified, critical path and estimated duration and logic to reach works completion clearly reflected. Project Schedule further contains information on execution integration and redundancy for unforeseen delays or occurrences.	15	
<b>Company Experience:</b>				
<b>List of Similar Projects Completed with a 5GB or higher Grading</b>	Successful completion and executed projects in the past 5 years.  Provide reference letters and contactable reference list	5 Projects with 5GB grading	2	10
		-5 - 6 Project with 5GB grading	5	
		-6 - 7 Projects with 5GB grading	8	
		8 or more Projects with 5GB grading	10	
<b>Key Personnel and Staff</b>				
Construction Project Manager	Detailed CV of a Construction Project Manager with contactable references, Professional experience with a construction background	Construction Project Manager managed 2 - 4 CIDB Grade 5GB or higher construction related projects in the last 10 years	2	10

		Construction Project Manager managed 5 - 9 CIDB Grade 5GB or higher construction related projects in the last 10 years	5	
		Construction Project Manager managed 10 CIDB Grade 5GB or higher construction related projects in the last 10 years	10	
Site Agent's	Detailed CV of a Site Agent with contactable references; Professional experience with a construction background	Site Agent have completed 2 - 4 Construction related projects in the last 10 years	2	10
		Site Agent have completed 5 -9 Construction related projects in the last 10 years	5	
		Site Agent have completed 10 Construction related projects in the last 10 years	10	
General Foreman	Detailed CV of a General Foreman with contactable references	5 years General Foreman Construction Experience	2	10
		6-9 years General Foreman Construction Experience	5	
		10 or more years General Foreman Construction Experience	10	
Safety Officer's experience	Detailed CV of a Safety Officer with contactable references	2 years Safety Officer's Experience	2	10
		3 – 5 years Safety Officer's Experience	5	
		6 or more years Safety Officer's Experience	10	
Quantity Surveyor	Detailed CV of a Quantity Surveyor with contactable references for each project, Professional experience with a construction background	2 years' experience in Quantity Surveying	2	10
		3-5 years' experience in Quantity Surveying	5	
		6 or more years' experience in Quantity Surveying	10	

<b>Reference Letters / Project Completion Certificates</b>	Score will be based on positive reference letters / project completion certificates	Submitted 3 reference letters or project completion certificates	2.5	5
		Submitted 4 or more reference letters or project completion certificates	5	
<b>TOTAL</b>				<b>100</b>

**Functionality Evaluation**

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

## BIDDER NEEDS TO KNOW

### ACKNOWLEDGEMENT OF READING EACH PAGE

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

### CENTRAL SUPPLIER DATABASE REGISTRATION

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

### CLARIFICATION

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

### RESPONSE PREPARATION COSTS

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

### COUNTER PROPOSALS

No counter proposals are accepted.

### TWO ENVELOPE SYSTEM

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

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

### COLLUSION, FRAUD AND CORRUPTION

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

### FRONTING

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and

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

## **DISCLAIMERS**

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

## **GENERAL DEFINITIONS**

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

“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;

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

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) together with the JBCC PBA contract which has been signed by the awarded bidder and the National Research Foundation;

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

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“Functionality” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

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

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

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic

empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

### **Checking Tax Compliance**

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

### **Award and Contract Signing**

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

Thereafter, the successful bidder shall enter into a contract agreement with The NRF for the execution of the works. The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement for the execution of the works.

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

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

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

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

# PART B - PRICING

Submit pricing in separate envelope (stand-alone)

## PRICING DETAIL (SBD 3.1)

1. **GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

Bills of Quantities can be found in this document as **Annexure C**.

Electronic version of the Bills of Quantities will be made available, the responsibility lies with the Bidder to ensure quantities and formulas are correct. The electronic version will not take precedence over the Bills of Quantity found in this document.
2. **DESCRIPTION OF ITEMS IN THE SCHEDULE**

Descriptions in the Bills of Quantities are abbreviated and may differ from those in the Specifications. No consideration will be given to any claim submitted on this basis.
3. **QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are provisional, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Principal Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.
4. **PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the JBCC Series 2000 Edition 6.2, 2018. **The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.**

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.
5. **PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the respective items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

**Submit pricing in separate envelope (stand-alone)**

**PRICING DETAIL (SBD 3.1)**

The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The tenderer shall however note that in terms of the Tender Data the tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. **CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the tenderer.

7. **ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Quantity Surveyor at the tender evaluation stage and such errors will be clarified with the Bidder.

8. **UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations, which may appear in the Bill of Quantities, are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
m	=	Meter
m <sup>2</sup>	=	Square Meter
m <sup>3</sup>	=	Cubic Meter
t	=	Ton
kg	=	Kilogram
l	=	Litre
ea	=	Each
lot	=	Lot (complete)
Month	=	Month
ML	=	Mega litres

8. **SUMMARY**

**PRELIMINARIES AND GENERAL**

**Section No. 1; Bill No. 1 - Preliminaries and General**

Submit pricing in separate envelope (stand-alone)

## **PRICING DETAIL (SBD 3.1)**

### **BUILDERS WORK**

**Section No. 2; Bill No. 1** – Alterations

**Section No. 2; Bill No. 2** – Earthworks

**Section No. 2; Bill No. 3** – Concrete, Formwork and Reinforcement

**Section No. 2; Bill No. 4** – Precast Concrete

**Section No. 2; Bill No. 5** – Masonry

**Section No. 2; Bill No. 6** – Waterproofing

**Section No. 2; Bill No. 7** – Roof coverings etc

**Section No. 2; Bill No. 8** – Carpentry and Joinery

**Section No. 2; Bill No. 9** – Floor Coverings, Plastic Linings, etc

**Section No. 2; Bill No. 10** – Ceilings, Partitions and Access Flooring

**Section No. 2; Bill No. 11** – Ironmongery

**Section No. 2; Bill No. 12** – Structural Steelwork

**Section No. 2; Bill No. 13** – Metalwork

**Section No. 2; Bill No. 14** – Plastering

**Section No. 2; Bill No. 15** – Tiling

**Section No. 2; Bill No. 16** – Plumbing and Drainage

**Section No. 2; Bill No. 17** – Glazing

**Section No. 2; Bill No. 18** – Paintwork

### **PROVISIONAL SUMS**

**Section No. 3; Bill No. 1** – Provisional Sums

### **CIVIL WORK**

**Section No. 4; Bill No. 1** – SANS 1200A - General

**Section No. 4; Bill No. 2** – SANS 1200 C – Site Clearance

**Section No. 4; Bill No. 3** – SANS 1200 D - Earthworks

**Section No. 4; Bill No. 4** – SANS 1200DB - Earthworks (Pipe Trenches)

**Section No. 4; Bill No. 5** – SANS 1200L - Medium Pressure Pipelines

**Section No. 4; Bill No. 6** – SANS 1200LB - Bedding Pipes

**Section No. 4; Bill No. 7** – SANS 1200LD - Sewers

**Section No. 4; Bill No. 8** – Potable Water Reticulation

**Section No. 4; Bill No. 9** – Sewer Reticulation

Submit pricing in separate envelope (stand-alone)

**PRICING DETAIL (SBD 3.1)**

**ELECTRICAL WORK**

**Section No. 5; Bill No. 1 – Low Tension Distribution**

**Section No. 5; Bill No. 2 – Lighting**

**MECHANICAL WORK**

**Section No. 6; Bill No. 1 – General**

**Section No. 6; Bill No. 2 – Air Duct System**

**Section No. 6; Bill No. 3 – Mechanical Equipment**

**GAS INSTALATION**

**Section No. 7; Bill No. 1 – General**

**Section No. 7; Bill No. 2 – Gas installation (Manual)**

# PART C - RETURNS

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid Number</b>	NRF/ILABS TIPB/65/2020-21
<b>Closing date and time</b>	29 June 2021 at 11:00 am
The NRF recognises the date and time as recorded on its systems for closure purposes	
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>	
<p>The project entails the construction of a new building on the NRF/iThemba Labs premises. The objective is to construct an efficient and effective technical and ergonomic infrastructure that will enable the Technology Innovation Platform initiative to operate optimally. The proposed new iThemba LABS will house offices for 8 staff members, a meeting room, 4 laboratories for development work on electronics and detector systems, and ablution facilities, comprising an approximate floor area of 400 m<sup>2</sup>. The work will comprise Architectural, Mechanical, Electrical, Structural and Civil engineering services. This entails but is not limited to; connections to existing and or municipal servitudes; power supply to the building; provision and installation of HVAC systems; Gas supply and reticulation; and Mechanical equipment installations.</p>	
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).</b>	
<b>Bid response documents are deposited in the tender box situated physically at:</b>	
<p><b><u>Physical address:</u></b> iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131</p> <p><b>Tender box opening hours</b> 08:00 am till 16:30 pm</p> <p><b>GPS Coordinates</b> Latitude: 34°1'56" S Longitude: 18°43'64" E</p> <p><b>Dimensions of tender box opening</b> 300 mm x 20 mm</p>	<p><b><u>Addressed as follows:</u></b> iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape 7131</p>
<b>Number of ORIGINAL bid documents for contract signing</b>	<b>2</b>
<p>Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. This serves as the original master set for the legal contract document between the bidder and the NRF. The master set remains at the NRF and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.</p>	

<b>Number of EVALUATION copies</b> (Mark pages as "Evaluation Copy" and number all pages sequentially):	1 electronic document as secured PDF		
<b>TWO ENVELOPE SYSTEM</b>	YES		
<b>PRICE VALIDITY PERIOD FROM DATE OF CLOSURE</b>	150 days		
<b>BRIEFING SESSION OR SITE VISIT DETAILS</b>			
<b>Attendance:</b>	Due to security restrictions and the prevailing COVID-19 situation, confirmation of attendance of the compulsory clarification meeting is required and the interested bidders shall express their intention to attend the briefing meeting by email to scm3@tlabs.ac.za by 11 June 2021 at 11h00.		
<b>Date and Time</b>	Compulsory Briefing session to be held during the week of 14th-18th June 2021 (time will be communicated to interested bidders)		
<b>Venue</b>	iThemba LABS Building		
<b>Address</b>	iThemba LABS, Old Faure Road, Faure, 7131		
<b>Contact Person</b>	Mr Odwa Mxenge		
<b>Bidding procedure enquiries are directed in writing to:</b>		<b>Technical information queries are directed in writing to:</b>	
Section	Supply Chain Management	Section	Infrastructure and Projects
Contact person	Mr. Odwa Mxenge / Ms. Lucinda Gordon	Contact person	Mr. Eldrid Struis
E-mail address	<a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a>	E-mail address	<a href="mailto:estruis@tlabs.ac.za">estruis@tlabs.ac.za</a>

<b>BIDDING CONTRACTOR INFORMATION</b>			
<b>Name of Bidder</b>			
<b>Postal Address</b>			
<b>Street Address</b>			
<b>Telephone Number</b>			
Code		Number	
<b>Cell Phone Number</b>			
Code		Number	
<b>Facsimile Number</b>			

Code		Number	
<b>E-Mail Address</b>			
<b>VAT Registration Number</b>			
<b>Tax Compliance Status</b>	Tax Compliance System PIN		Central Supplier Database No. MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>			
<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]

Is the entity a resident of the Republic of South Africa (RSA)?  Yes  No

Does the entity have a branch in the RSA?  Yes  No

Does the entity have a permanent establishment in the RSA?  Yes  No

Does the entity have any source of income in the RSA?  Yes  No

Is the entity liable in the RSA for any form of taxation?  Yes  No

If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.

## BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped
3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the special conditions of contract, the SAICE GCC contract conditions and if applicable, any other legislative requirements.
4. The successful bidder will be required to fill in and sign a written contract form (SBD 7).

## TAX COMPLIANCE REQUIREMENTS

1. Bidder must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3. Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za)
4. Bidders may also submit a printed TCS certificate together with the bid.
5. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7. No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), 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:

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

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

Full Name of Bidder or his/her representative:	
--	--

Identity Number:	
------------------	--

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

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

Tax Reference Number:	
-----------------------	--

VAT Registration Number:	
--------------------------	--

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

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

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	
---	--

Yes

No

Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included);  
and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

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

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

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

### 1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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

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

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

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

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

### 3. BID DECLARATION

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

#### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2**

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

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

### 4. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

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**

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

Name of company/firm: .....

VAT registration number: .....

Company registration number:.....

**TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture /Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
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 –
  - (a) disqualify the person from the bidding 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 bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

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

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

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

### 2. General Conditions

- Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement. The exchange rates quoted by the bidder will be verified for accuracy.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

- SABS approved technical specification number SATS 1286:2011 and the guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.
- The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.
- A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
___ <b>Electrical Cables: 90%</b> _____	<b>90%</b> _____ %

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. NRF/ILABS TIPB/65/2020-21 .....**

**ISSUED BY:** (Procurement Authority / Name of Institution): National Research Foundation (iThemba LABS Facility) .....

NB

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

I, the undersigned, ..... (full names),

Do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:

a. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration C, D and E.**

(d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> 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 signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, 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 (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) 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> </ul>

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

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

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.

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

## REFERENCE LETTER FORMAT

**Referee Legal Name:**

**Company:**

**Bid Number:**

NRF/ILABS TIPB/65/2020-21

**Bid Description:** APPOINTMENT OF A MAIN CONTRACTOR FOR THE CONSTRUCTION OF NEW OFFICE AND LABORATORIES AT ITHEMBA LABS IN FAURE, WESTERN CAPE

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

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Site security management			
Site inventory control			
Quality of workmanship according to SANS specifications			
Completion times			
Satisfaction of work done			
Kept to agreed milestone dates			
How well were time delays managed			
Quality of sub-contractor management			
Ethics of the bidder			
Sign-off and hand over processes			
Communication clarity and sufficiency			
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>			

## BID OFFER SIGNATURE (SBD 1)

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

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

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

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

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

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

# ANNEXURE A: NRF/ITHEMBA LABS HEALTH & SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) AGREEMENT

Special Conditions and Protocols to be complied with as part of the Contract with 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 OHSA, Noise-Induced Hearing Loss Regulations, GNR 307 of 7 March 2003
- 2.15 **HIRA:** Hazard Identification and Risk Assessment
- 2.16 **HCS:** Hazardous Chemical Substances

### 3. **ROLES AND RESPONSIBILITIES**

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

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

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

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

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

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

#### 6. **GENERAL REQUIREMENTS**

- 6.1 Where reasonably practicable, a Mandatory shall be required to provide a Safety File with all relevant project and safety information pertaining to the contracted works / project in terms of the OHSA and its relevant Regulations.
- 6.2 Where Sub-Contractors are in use, the Primary Contractor shall also ensure that all Sub-Contractors under their management provide a Safety File / Safety Plan in relation to the works they shall conduct.

- 6.3 A copy of this safety file / plan will be kept with the Mandatory at all times and will be updated throughout the course of the project. The Safety File shall be available at all times for auditing by the NRF/iThemba LABS Project Manager, RSHEQ Department and any Department of Labour Inspectorate.
- 6.4 All Safety Files / Safety Plans shall, as a minimum requirement, be in line with guideline as stated in this document under **Appendices 02**.
- 6.5 The iThemba LABS Project Manager, RSHEQ Department and other affected Departments must authorize any work/s which could affect or interfere with any iThemba LABS activities. This shall be done via the issuing of an NRF/iThemba LABS **General Works Permit** to all Mandatories.
- 6.6 Mandatories and subcontractors shall be required to attend RSHEQ Induction Training which will be conducted by the NRF/iThemba LABS RSHEQ Team before commencement of any work.
- 6.7 Mandatories shall stay confined to their area/s of work. Any required deviation must be discussed with the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 6.8 A Mandatory shall provide reasonable notification to the NRF/iThemba LABS Project Manager of any intention to deviate from specified work areas / work plans or requirements to enter into any areas related to the project being performed. The time periods for notification shall be agreed upon between the Mandatory and the NRF/iThemba LABS Project team members.
- 6.9 The NRF/iThemba LABS Project Team Members and the RSHEQ Department reserve the right to conduct site inspections at any reasonable time it sees fit to ensure compliance with Contract and Safety requirements. The Mandatory is required to be available and assist during all site inspections.
- 6.10 As per Construction Regulations requirements, Section 7 (1e), Mandatories shall be required to hand over a consolidated version of the Safety File the NRF/iThemba LABS Project Manager upon completion and sign off contracted works.
- 7. SITE ESTABLISHMENT AND SAFETY SIGNAGE**
- 7.1 Mandatories will be allowed to establish a work site at the NRF/iThemba LABS Facility only if provisions are agreed upon within the contract. Such area shall be demarcated and fenced off in such a manner that it does not impede traffic flow, interfere with NRF/iThemba LABS operations, does not impede on any emergency response processes and does not create a hazardous environment.
- 7.2 All Mandatories shall be required to conspicuously display appropriate, SANS approved Safety Signage at all work sites established on the NRF/iThemba LABS facility.
- 7.3 Mandatories shall take all reasonable actions to prevent unauthorized personnel from accessing the established work site.
- 7.4 Mandatories will be required to maintain and hazard free worksite and uphold high standards of housekeeping throughout the duration of the contract.
- 7.5 The Mandatory and its employees shall be designated specific kitchen and ablution facilities for their use as agreed by the NRF/iThemba LABS Project Manager, RSHEQ Department and the Mandatory. All other NRF/iThemba LABS kitchen and ablution facilities, with the exception of the agreed upon space, shall not be occupied and / or used by the Mandatory and any of its employees. The Mandatory shall have the responsibility of keeping the designated premises clean and disinfected at all times.
- 7.6 Where the designation of kitchen and bathroom facilities is not possible or cannot be accommodated for by NRF/iThemba LABS, the Mandatory shall be required to source portable facilities for placement

at the designated work site on the NRF/iThemba LABS Facilities. The Mandatory shall have the responsibility of keeping these premises clean and disinfected at all times.

7.7 These areas shall be marked with appropriate signage by the Mandatory.

## 8. **SUB-CONTRACTORS**

8.1 The Primary Contractor/s shall inform the NRF/iThemba LABS Project Manager who awarded the contract of any sub-contractors who may work on site.

8.2 The Primary Contractor shall ensure that each Sub-Contractor complete **Appendices 01** and submit to the NRF/iThemba LABS Project Manager and the RSHEQ Department prior to commencement of work.

8.3 The Primary Contractor shall ensure that the sub-contractor complies fully with all statutory and iThemba LABS requirements.

## 9. **CONSTRUCTION WORKS**

9.1 In the case where Construction Work will take place, all Mandatories shall comply with the requirements as stated in the Construction Regulations, GNR 84 of 7 February 2014 in the Occupational Health and Safety Act, No. 85 of 1993.

9.2 Mandatories shall be required to submit a detailed Safety File / works plan which will include all Safety programs, Risk Assessments, Legal appointments, equipment and tools lists, Personnel information and details and other relevant project requirements as per Construction Regulations noted in 8.1.

9.3 NRF/iThemba LABS reserve the right to employ the services of a Professional Agent or any other Professional appointment in terms of the Project and Construction Management Professions Act, No. 48 of 2000 and the Construction Regulations, GNR 84 of 2014.

## 10. **PERSONAL PROTECTIVE EQUIPMENT**

10.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the iThemba LABS site:

- Full work overall
- Safety shoes or boots
- High visibility vest
- Impact rated safety eye wear or goggles
- Impact rated hard hat
- Hearing Protection

10.2 Safety harnesses (2 or 3-point type) shall be used whenever work is performed at a height of two (2) meters or higher **unless** a suitable work platform with handrails is provided.

10.3 Suitable impact rated eye and / or face protection must be used whenever there is a danger of flying particles, sparks or splashing of chemicals.

10.4 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever impact noise, e.g. Use of a jackhammer, is taking place.

10.5 Appropriate welding gloves and welding helmet shall always be used during welding operations.

10.6 Impact rated Hardhats shall be worn by all personnel when work above head height is taking place.

10.7 The Mandatory and/or their appointed representative is responsible for provision of the necessary protective equipment, the training of their employees in the proper use of the equipment and to ensure, where applicable, the equipment is used in its proper context.

10.8 The Mandatory shall ensure that all PPE damaged during the course of the employee's duties shall be replaced within 2 hours. The employee shall then be allowed to continue with that operation for which the PPE was required.

## 11. **TOOLS AND EQUIPMENT**

11.1 Mandatories shall submit a list of all portable electrical tools and equipment to the Project Manager and RSHEQ Department as part of their safety file submission.

11.2 Mandatories shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.

11.3 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.

11.4 No insulation tape or similar "quick fixes" may be used on any electrical wiring or cables. Joins in cables must be approved by the NRF/iThemba LABS GMR2 and / or RSHEQ Department prior to use on the premises.

11.5 Mandatories may not operate NRF/iThemba LABS lift trucks, vehicles, jibs or cranes. In exceptional instances, the Project Manager and / or RSHEQ Department together with the NRF/iThemba LABS GMR2 may grant permission. In such an event, the Mandatory shall produce a valid Certificate of Competency as described in the Driven Machinery Regulations of the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Mandatory who operates the above-described equipment. Any employee of NRF/iThemba LABS may ask such Mandatory to produce the said Certificate.

11.6 All tools and equipment must be declared to security whenever a Mandatory enters or leaves the premises. It is the duty of the Mandatory to ensure that articles or equipment are recorded in a security register whenever they are brought on site.

11.7 Unless permission is granted in writing by an NRF/iThemba LABS Manager or the appointed NRF/iThemba LABS Project Manager, all portable tools or equipment brought on site must be removed at the end of the day's work. Any tools left on site is done so at the Mandatories risk and NRF/iThemba LABS and any of its personnel will not be held liable for loss, theft or damage of any kind.

11.8 Mandatories must conduct daily inspections of all tools and equipment in their possession and use and provide an inspection report to that effect as part of their safety file for auditing purposes. NRF/iThemba LABS Project Manager and RSHEQ Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

## 12. **TRANSPORT**

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

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

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

- 13.1 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.
- 13.2 Where the need for use of scaffolds or extension ladders is required, a comprehensive working at heights safety plan must be in place and that all personnel be informed of the plan. Mandatories shall notify the NRF/iThemba LABS Project Manager and the RSHEQ Department when such works will take place.
- 13.3 All scaffolds shall be erected, inspected and passed for use by competent personnel.
- 13.4 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.
- 13.5 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.
14. **USE OF OVERHEAD CRANES, LIFTING TRUCKS AND OTHER LIFTING EQUIPMENT**
  - 14.1 The following shall apply if the Mandatory has to operate overhead cranes on site:
    - 14.1.1 The Mandatory shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Driven Machinery Regulations, GNR 540 of the 24 June 2015 under the Occupational Health and Safety Act, no. 85 of 1993.
    - 14.1.2 The Mandatory shall ensure that the training is valid in terms of the Regulations and Act as stated in 10.1.1.
    - 14.1.3 The Mandatory shall present certificates of training to the NRF/iThemba LABS RSHEQ Department, GMR2 and the Project Manager before work commences.
15. **LOCKOUT / ISOLATION PROCEDURE FOR POWERED EQUIPMENT OR DEVICES**
  - 15.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a lockout device on the main switch or other applicable means of activation for that equipment.
  - 15.2 The NRF/iThemba LABS GMR2 and RSHEQ Department must be notified immediately when the need to lockout any device / equipment as contemplated in 10.1 is required
  - 15.3 The NRF/iThemba LABS GMR2 and RSHEQ Department must grant permission before a lockout device/s can be applied. All equipment shall be checked by a competent person/s from the Mandatory together with the NRF/iThemba LABS GMR2 to ensure a lockout process has been completed and that all devices or equipment is properly shutoff before any work can take place on the effected equipment.
  - 15.4 Upon completion of the required work, the NRF/iThemba LABS GMR2 and RSHEQ Department must be notified before any lockout devices are removed and equipment or devices are energized or activated for use.
16. **PRECAUTIONS AGAINST FIRES AND HAZARDOUS SUBSTANCE MANAGEMENT**
  - 16.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.
  - 16.2 All Mandatories shall have adequate Fire Fighting equipment in their possession with an up-to-date service record and personnel trained in basic firefighting and the use of such equipment.

- 16.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.
- 16.4 The Mandatory shall first obtain a **Hot Work Permit** from the NRF/iThemba LABS Project Manager or RSHEQ Department before any naked flame or grinder is used anywhere outside a workshop. The permit is valid for one day only and shall be kept on the person who is using a naked flame.
- 16.5 All fires shall immediately be reported to the NRF/iThemba LABS Project Manager and the RSHEQ Department.
- 16.6 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.
- 16.7 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the **Hazardous Materials / Substances Controller**.
- 16.8 Any work which involves Lead, Asbestos and other Hazardous Chemical Substances will be conducted in terms of the Occupational Health and Safety Act, no. 85 of 1993 and its relevant legislation.
- 16.9 The use of an Approved Inspection Authority, authorized by the Department of Labour, to conduct a Risk Assessment and facilitate a personnel and environmental monitoring program will be required where work with asbestos is taking place or any other work with hazardous chemicals / materials which constitutes a significant risk / hazard to the health and safety of personnel.
17. **INTOXICATION AND ILLNESS**
- 17.1 No intoxicating substance of any form shall be allowed on the NRF/iThemba LABS Premises. Any person suspected of being intoxicated shall not be allowed on the premises.
- 17.2 Any person required to take medication, which may affect sobriety, shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 17.2 The Mandatory shall ensure that none of his/her employees report to the site while ill to such a degree where their own Health, Safety and wellbeing is jeopardized and where risk to other personnel may also exist.
18. **nCOV SARS-2 (COVID-19) PRECAUTIONS**
- 18.1 In terms of Disaster Management Act, no. 57 of 2002, GNR 43257: COVID-19 Occupational Health and Safety Measures in Workplaces, and its subsequent amendments, the Mandatory shall take all measures to ensure the health, safety and wellbeing of all its employees.
- 18.2 The Mandatory and all its employees shall comply with all NRF/iThemba LABS COVID-19 safety protocols and procedures before being allowed access onto the iThemba LABS premises.
- 18.3 The Mandatory shall have a comprehensive screening and assessment program in-place to ensure all its employees have not contracted COVID-19. A record of the results from this program will be forwarded to NRF/iThemba LABS for assessment before access is allowed to the iThemba LABS site. If any employees are found to be ill and / or exhibit symptoms related to COVID-19, the effected employee must be isolated and further testing and assessments must be conducted by a medical professional. Affected personnel must be either isolated for a minimum of 14 days and / or be remanded to a medical facility for further medical attention if required.
- 18.4 All personnel intending to enter onto the NRF/iThemba LABS Premises shall be screened and assessed for COVID-19 symptoms. Any contractors exhibiting symptoms and / or has a temperature of 37.5 degrees Celsius or greater shall not be allowed entry onto the premises and be advised to seek further medical screening and assistance from a Health Facility.

- 18.5 The Mandatory and its employees shall wear the following PPE (in relation to COVID-19) while on the iThemba LABS premises:
- Face Mask
  - Face Shield
  - Gloves where applicable
- 18.6 The Mandatory shall ensure that all their employees follow required sanitization protocols. The Mandatory shall provide sufficient hand sanitizer with a minimum 70% ethanol / Isopropanol content as prescribed by the WHO and ensure employees sanitize their hands on a regular basis. Where the provision and use of Hand Sanitiser may not be possible or allowed, the Mandatory shall provide suitable wash facilities.
- 18.7 The Mandatory shall ensure that social distancing protocols are adhered by ensuring, where applicable, their personnel maintain a minimum 1.5-meter distance from one another. Where this is not possible due to operational requirements, Employees must wear the prescribed PPE as indicated in 18.5.
- 18.8 The Mandatory shall ensure that no mass gatherings of 10 personnel or more take place at any time while on the NRF/iThemba LABS premises. Where possible all meetings must either take place in well ventilated areas or via the use of an online platform.
19. **FIRST-AID**
- 19.1 The Mandatory will be required to have their own First-Aider/s appointed for the duration of the project. These First-Aiders must be in possession of a valid First-Aid Certificate.
- 19.2 The Mandatory must have a first-aid box in their possession at all times that is compliant with the General Safety Regulations, no. 3 and its relevant annexure.
20. **HOUSEKEEPING AND WASTE MANAGEMENT**
- 20.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.
- 20.2 The NRF/iThemba LABS Project Manager and RSHEQ Department together with the appointed Contractor shall authorize areas where rubble and other waste material may be stored. This shall be done in a way that does not present a risk / hazard to personnel, interfere with any processes, obstruct movement and traffic flow and create an Environmental fallout.
- 20.3 All surplus, waste material and builders' rubble shall be removed from the premises on completion of the contract or as otherwise specified by the Project requirements / Project Manager. iThemba LABS reserves the right to remove such material against cost within one week after completion of the contract if the contractor fails to do so within the allotted project time frame.
21. **WORK IN AREAS WHERE RADIOACTIVE MATERIALS ARE PRESENT**
- 21.1 Any work that must be performed in any Radiation Protection Area requires the RSHEQ Department: Radiation Protection Manager to be notified before such work is commenced.
- 21.2 Contractors will adhere to all iThemba LABS Radiation Protection Protocols. Failure to do so shall result in termination of all contracts and removal from the premises.
22. **SECURITY**
- 22.1 Mandatories are required to report to Security Personnel at the Main Gatehouse. Security will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 22.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.

- 22.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/iThemba LABS RSHEQ Department and Project Manager.
- 22.4 Mandatories are not permitted to stay on site after their shift has been completed.
- 22.5 Mandatories shall not interact or interfere with the perimeter fencing of iThemba LABS, both internally or externally, unless permitted in writing to do so by authorized iThemba LABS personnel.
- 22.6 Any Mandatory and / or its personnel found to be illegally removing iThemba LABS property shall be subject to action as stipulated in Section 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 OHSA, no. 85 of 1993.
- 23.2 All incidents shall be reported to the iThemba LABS Project Manager and the RSHEQ Department. Copies of all documentation pertaining to the incident shall be provided
- 23.3 The Contractor shall report all injuries to the Compensation Commissioner using the required legal documentation as contemplated in the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act.
- 23.4 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour and the South African Police Services.

## **24. INDEMNITY AND INSURANCE**

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

## **25. PRECAUTIONARY MEASURES**

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

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

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

27. **TRADE UNIONS**

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

28. **CLARIFICATION**

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

29. **DURATION OF AGREEMENT / CONTRACT**

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

30. **HEADINGS**

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

31. **ACCEPTANCE**

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

**Signed**

\_\_\_\_\_  
Section 16.1 Appointment (OHSA)

\_\_\_\_\_  
Date

And / or

\_\_\_\_\_  
Section 16.2 Appointment (OHSA)

\_\_\_\_\_  
Date

And / or

\_\_\_\_\_  
**Appointed Safety / Compliance Officer**

\_\_\_\_\_  
**Date**

And / or

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

\_\_\_\_\_  
**Date**

And / or

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

\_\_\_\_\_  
**Date**

And / or

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

\_\_\_\_\_  
**Date**

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.Cl2 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)**

<b>Company</b>	
<b>Performed by</b>	
<b>Period Performed</b>	
<b>Review</b>	
<b>SEE LAST PAGE FOR RISK RATING AND LEGEND</b>	

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

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

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

<b>LEGEND</b>			
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**

<b>Probability (P)</b>	
1	unlikely to occur
2	some chance
3	could occur
4	good chance, probable
5	will occur

<b>Exposure (E)</b>	
1	rarely, annually, quarterly
2	occasionally, monthly
3	often, weekly
4	frequently, daily
5	continuously

<b>Consequence (C)</b>	
1	Insignificant, no health effect
2	first aid only, reversible health effect, minor
3	seeking medical help, temporary
4	irreversible health effects, permanent
5	Disabled / Fatality

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

## ANNEXURE B: OCCUPATIONAL HEALTH & SAFETY BASELINE RISK ASSESMENT

 <b>NRF</b> <small>National Research Foundation</small>	<b>iThemba LABS</b> <small>Laboratory for Accelerator Based Sciences</small>	<i>This document is the property of iThemba LABS and shall not be used, reproduced, transmitted or disclosed without prior written permission.</i>	Doc No.:	RSHEQ PROC BASELINE HIRA 001
			Rev. No.:	01
			Page No.:	63
			Date	07 April 2020
BASELINE RISK ASSESSMENT DOCUMENT				

<b>Company</b>	iThemba LABS, Cape Town	<b>Performed by</b>	Julian Fredericks
<b>Building</b>	Technology Innovation Platform Building	<b>Period Performed</b>	07 April 2020
<b>No. Personnel in Building</b>	N/A	<b>Review</b>	Document to be Reviewed as and when needed
<b>Areas assessed</b>	N/A		
<b>SEE LAST PAGE FOR RISK RATING AND LEGEND</b>			

Process	Specify	Hazards / Risks Identified	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
<b>Rebuilding &amp; Renovation Works</b>									
Provision of build-in cabinets as and where needed.	Building of cabinets in offices, bathrooms, meeting rooms and passages	Use of hand tools which can result in personal injuries. Dust Generation Noise generation due to tool usage	2	3	2	7	Medium	First-Aid and medical care only if injury occurs	Use of appropriate PPE
Installation of hanging or	Installation of ceiling panels	May require the use of	3	3	4	10	Medium	Contractors to provide	A documented working at

Process	Specify	Hazards / Risks Identified	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
<b>Rebuilding &amp; Renovation Works</b>									
false ceilings.	or hanging ceiling panels	ladders or other raised platforms such as scaffolding which creates a falling from height hazard. Risk of falling debris during demolition process resulting in injury to personnel. Dust release during the process						Annexure 3 medical forms in terms of the Construction Regulations Requirements for working at Heights	heights Safety procedure to be implemented and strictly enforced. All areas where scaffolding and ladders are used to demarcated and non-essential personnel to avoid such areas. Regular Housekeeping to maintain a clean work environment.
Painting works as and where needed	Painting of room walls, passages, doors and door frames as and where needed	Exposure to fumes and dust. Use of ladders creating a working at heights risk factor Risk of dropping tools which can result in tool damage and possible injury	2	3	2	7	Medium	First-Aid and medical care only if injury occurs	Working at Heights safety to be enforced Appropriate use of PPE Tool and equipment inspection to be conducted regularly.
Flooring work	Repair work to areas where various flooring may have	Exposure to dust Slips, trips and falls from	3	3	2	8	Medium	First-Aid and medical care only if injury occurs	Use of appropriate PPE Housekeeping to ensure a

Process	Specify	Hazards / Risks Identified	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
<b>Rebuilding &amp; Renovation Works</b>									
	been removed. Installation of tiles or carpets as and where required	uneven floor surfaces. Mechanical injuries Ergonomic related stressor injuries							safe working environment Proper lifting and carrying techniques to be enforced
Installation of toilets	Building of toilet facilities which would include standard ablution facilities and ablution facilities for disabled persons	Exposure to dust and fumes. Mechanical injuries Slips, trips and falls Ergonomic stressor injuries	3	2	3	8	Medium	First-Aid and medical care only if injury occurs	Use of appropriate PPE Housekeeping to ensure a safe working environment Proper lifting and carrying techniques to be enforced
Plumbing works	Installation of plumbing equipment for kitchen and bathroom requirements and will include water closets, basins and taps	Exposure to dust and fumes. Mechanical injuries Slips, trips and falls Ergonomic stressor injuries	3	2	3	8	Medium	First-Aid and medical care only if injury occurs	Use of appropriate PPE Housekeeping to ensure a safe working environment Proper lifting and carrying techniques to be enforced
Installation of Doors	Installation of standard or sliding doors.	Personal injuries due to mechanical nature of the work. Ergonomic injuries due to improper material handling Slips, trips and falls	2	3	2	7	Medium	First-Aid and medical care only if injury occurs	Use of appropriate PPE Tool and equipment inspection to ensure all is in good order Regular housekeeping to ensure a clean and safe working environment
Noise Reduction and	Installation of Room	Exposure to fumes and	2	3	2	7	Medium	First-Aid and medical care	Use of appropriate PPE



SIGNED BY	NAME	SIGNATURE	DATE
HEAD OF PROJECTS DEPARTMENT			
HEALTH AND SAFETY COMMITTEE CHAIRMAN			
PROJECT MANAGER			
RSHEQ DEPARTMENT MANAGER			
RSHEQ SHE OFFICER			

**SAFETY RISK ASSESSMENT LEGEND**

Probability (P)	
1	unlikely to occur
2	some chance
3	could occur
4	good chance, probable
5	will occur

Exposure (E)	
1	rarely, annually, quarterly
2	occasionally, monthly
3	often, weekly
4	frequently, daily
5	continuously

Consequence (C)	
1	Insignificant / no health effect
2	first aid only / reversible health effect / minor
3	seeking medical help / temporary
4	irreversible health effects / permanent
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

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

## **ANNEXURE C: BILLS OF QUANTITIES**

## **ANNEXURE D: ARCHITECTURAL DRAWINGS**

# ANNEXURE E: ELECTRICAL ENGINEERING DRAWINGS

**ANNEXURE F: ELECTRICAL ENGINEERING SPECIFICATION  
DOCUMENT**

# ANNEXURE G: MECHANICAL ENGINEERING DRAWINGS

# ANNEXURE H: MECHANICAL ENGINEERING SPECIFICATION DOCUMENT

# ANNEXURE I: CIVIL ENGINEERING DRAWINGS

# ANNEXURE J: CIVIL ENGINEERING SPECIFICATION DOCUMENT

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