

REQUEST FOR QUOTATION (RFP)

NAME OF BIDDER:

**APPOINTMENT OF A SERVICE PROVIDER/S FOR BUILDING REPAIRS AND MAINTENANCE SERVICES AT
ITHEMBA LABS CAPE TOWN, FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH CIDB GRADING OF 2GB
OR HIGHER**

RFP Number:	iLABS/RFP2021/22:22
RFP Description:	Appointment of a service provider/s for Building Repairs and Maintenance Services at iThemba LABS Cape Town, for a period of Thirty-Six (36) Months with CIDB Grading of 2GB or Higher.
Date of Issued:	3 March 2022
Physical address iThemba LABS premises:	iThemba LABS Old Faure Road Faure 7131
Optional Briefing Session	To be held virtually (via ZOOM app) on the 11 March 2022 . Bidders that are interested to attend must send an email to scm3@tlabs.ac.za before the 9 March 2022 . Details of the meeting will be shared with bidders that have shown interest to attend.
Closing Date:	18 March 2022 at 11:00 am
Delivery Email Address for RFP:	scm3@tlabs.ac.za (Proposals must be submitted via email only)
For More Information, (Technical):	Mr. Paul Gardiner Email: scm3@tlabs.ac.za Tel: 021 843 1000
For More Information, (Supply Chain Management):	Mr. Odwa Mxenge scm3@tlabs.ac.za

iThemba LABS Business Hours:	08:00 am till 16:30 pm
Date Goods or Services Required:	As and when required
Validity from Closure Date:	90 Days
Awarding of Quotation / proposal:	2022
Contract Period:	36 months from receipt of Official Purchase Order
Estimate CIDB Contractor Grading:	2 GB or Higher
Preferential Procurement System Applicable:	80:20 This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and, if applicable, any other legislation.

TABLE OF CONTENTS

1. INTRODUCTION TO THE NRF	5
2. INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS RFP	5
3. INVITATION FOR QUOTATION / PROPOSAL	6
4. OBJECTIVES OF THE NATIONAL RESEARCH FOUNDATION (NRF).....	6
5. OBJECTIVES OF iThemba LABS	6
6. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)	7
SECTION 1: Process Description & Administrative Requirements	7
1.1. Mandatory and Administrative Requirements	7
1.2. Quotation / proposal Submission	8
1.3. Awarding of Request for Quotation / proposal and Appointment of Bidder.....	9
1.4. Evaluation Process.....	10
1.5. Appointment of Bidder	10
1.6. Communication	11
1.7. Bid Documentation Availability.....	11
SECTION 2: BACKGROUND	11
2.1. Background	11
SECTION 3: GENERAL SPECIFICATION.....	11
3.4. DETAILED SCOPE OF WORK.....	12
3.8. PRICING SCHEDULE INSTRUCTIONS:.....	13
TOTAL (PART B) VAT INCLUSIVE.....	16
4. FUNCTIONALITY.....	17
SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS.....	18
GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT	19
SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	20
SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES	27

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	27
National Research Foundation	28
BID SUBMISSION CERTIFICATE FORM.....	30

1. INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities. The NRF delivers its mandate through its internal business units which are both functional and geographical diverse. All contracts flowing from bidding only apply to iThemba LABS Cape Town.

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.

2. INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS RFP

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

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

The General Technical Services department of iThemba Labs Cape Town is responsible for this RFP.

3. INVITATION FOR QUOTATION / PROPOSAL

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

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

This Request for Quotation is intended to allow the successful bidder to specify and present their skills, expertise and price for the above-mentioned services to iThemba LABS. Final acceptance of any Quotation / proposal is not guaranteed, this being the exclusive right of iThemba LABS. The purpose of this RFP is to invite Quotation / proposals for **Appointment of a service provider for Building Repairs and Maintenance Services at iThemba LABS, Cape Town, for a period of thirty-six (36) Months with CIDB Grading of 2GB or Higher** as and when required with the right to cancellation due to non – performance.

4. OBJECTIVES OF THE NATIONAL RESEARCH FOUNDATION (NRF)

The NRF receives its mandate from the National Research Foundation Act (Act No 23 of 1998). According to Section 3 of the Act, the objective of the NRF is to: Promote and support research through funding, human resource development and the provision of the necessary facilities in order to facilitate the creation of knowledge, innovation and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the Republic.

5. OBJECTIVES OF iThemba LABS

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

- iThemba LABS develops and provides to its users Leading-edge Research and Infrastructure Platforms aimed at responding to the needs of the SA research community in sub-atomic science and technology, radio-biology, radio-chemistry and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.
- iThemba LABS to contribute to an Internationally Competitive and Transformative Research System through in-house and collaborative research projects and through growing the production of globally competitive research outputs our training capacity is enhanced, leading to improvement in both quality and quantity of Human Capacity Development (HCD).
- iThemba LABS further contributes to the NSI by growing and enhancing our Radionuclide Production portfolio and service offering for the health and related benefits of the SA community whilst improving cost recovery opportunities.

- iThemba LABS constantly strives to deliver transparent HR/Business/Finance processes (including Health and Safety) in line with the NRF policies in support of the operations and to facilitate Strategic Decision Making
- iThemba LABS offers an extensive range of training programmes, mainly focused on post-graduate training where our research facilities are being utilized.
- iThemba LABS engages in a variety of science outreach programmes aimed at establishing a Scientifically Literate and Engaged Society

6. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

SECTION 1: Process Description & Administrative Requirements.

1.1. Mandatory and Administrative Requirements

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

ADMINISTRATIVE DOCUMENTS (M = Mandatory) Please Tick Applicable		
B – BBEE Certificate or sworn affidavit	M	YES/NO
Company Profile	M	YES/NO
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	M	YES/NO
CIDB Proof of Registration – 2GB or Higher	M	YES/NO
SBD 4	M	YES/NO
SBD 6.1	M	YES/NO
SBD 8	M	YES/NO
SBD 9	M	YES/NO
Proof of Bidder Public Liability Cover R5M	M	YES/NO
Resolution by the Bidder authorizing signatory (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder)	M	YES/NO

Submission of Written Trade References (3) for similar work or service in a Commercial Building Maintenance environment.	M	YES/NO
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate.	M	YES/NO
Proof of address to demonstrate that the bidder's primary office is based within 60km of iThemba LABS Cape Town. (E.g. Utility Bill)	M	YES/NO
EVALUATION DOCUMENTS (Go/No Go) Note: Compulsory to submit all returnable documents		
A Portfolio of works covering similar scope of work in a Commercial Building Maintenance environment to a minimum of 3 projects – The Service must include the <u>Value</u> , <u>Duration</u> and <u>Scope of works</u> of the contract within the last Five years. Client contact details included.	M	YES/NO
Submission of Curriculum Vitae (CV) confirming the qualifications and experience of the suitably qualified staff in following building related trades – Plumber, Supervisor/Foreman and Carpenter. (valid trade certificate to be submitted for each trade).	M	YES/NO
Submission of three (3) signed and dated reference letter for similar works or services in a Commercial Building Maintenance environment.	M	YES/NO
Schedule of Sub-Contractors. The schedule must include Name, Function and Experience of the sub-contractor. Refer SBD 6.1	M	YES/NO

1.2. Quotation / proposal Submission

Quotation / proposal must reach iThemba LABS before the closing time on the date shown below, and must be submitted to the following email address: scm3@tlabs.ac.za

- RFP No: iLABS/RFP2021/22:22
- Description: Appointment of service a provider/s for Building Repairs and Maintenance Services at iThemba LABS, Cape Town, for a period of thirty-six (36) Months with CIDB Grading of 2GB or Higher

Closing Date and Time: 18 March 2022 at 11:00 am

1.2.1. Delivery Instructions for Bids.

1.2.1.1. Delivery via Email to scm3@tlabs.ac.za

1.2.2. Please note that this RFP closes punctually at 11:00 am on 18 March 2022. No late bids will be accepted.

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

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

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

1.2.6. iThemba Labs reserves the right to accept the whole bid/Quotation / proposal or part of your submitted bid/Quotation / proposal or any item or part of any item or accept more than one bid/Quotation / proposal (in the event of a number of items being offered).

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

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

1.2.9. All documentation to be included:

- **PART 1:** Technical Quotation / proposal: RFP No.: iLABS/RFP2021/22:22
- **PART 2:** Pricing Quotation / proposal, B-BBEE and other Mandatory Documentation:

1.2.10. Quotation / proposals submitted by companies must be signed by a person or persons duly authorised.

1.3. Awarding of Request for Quotation / proposal and Appointment of Bidder.

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

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

1.3.3. Pre-Qualification Eligibility Criteria

NRF /iThemba Labs TRANSFORMATION	
Sector Code Applicable	Not Applicable
Minimum status B-BBEE level or not?	Yes

Minimum status level	4		
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.			
Verification Certificate Submitted	☐ Yes ☐ No	Sworn Affidavit Submitted	☐ Yes ☐ No

There is a minimum B-BBEE threshold of Level four (4) for this Request for Quotation / proposal. A bidder failing to meet the stipulated B-BBEE threshold is regarded as non-responsive and will be automatically be disqualified.

A Bidder MUST submit a valid B-BBEE certificate/ Sworn Affidavit. Scanned copies of valid B-BBEE certificate/ Sworn Affidavit are accepted.

1.4. Evaluation Process.

1.4.1. Evaluation of Quotation / proposals:

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

1.4.2. Evaluation process will be followed:

- The first phase of evaluation is Pre-Qualification Eligibility Criteria (refer to **paragraph 1.3.3 page 9**)
- The second phase includes evaluation of mandatory and technical criteria (refer to **paragraph 1.1 from page 7**).
- The third phase includes the evaluation of Price and B-BBEE status.
 - Pricing Quotation / proposals will only be considered after the technical phase has been adjudicated and accepted.
 - Preference points system: The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

1.4.3 Pricing Quotation / proposal:

- 1.4.3.2 Price needs to be provided in South African Rand (incl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.
- 1.4.3.3 Only firm prices will be accepted during the bid validity period. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

1.5. Appointment of Bidder

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

1.6. Communication.

- 1.6.1 Bidders are warned that a Quotation / proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.
- 1.6.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency, iThemba LABS response to all queries will be made available to the iThemba LABS website under the advertised RFP.
- 1.6.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at scm3@tlabs.ac.za on any matter relating to its RFP Quotation / proposal.
- 1.6.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

1.7. Bid Documentation Availability.

The RFP documents are available from the iThemba LABS website – <https://tlabs.ac.za/supply-chain/bids/>.

SECTION 2: BACKGROUND

2.1. Background

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

SECTION 3: GENERAL SPECIFICATION

- 3.1. The objective is to include the servicing, maintenance, repairs, alterations, plumbing, relocation and minor new installations to the Building infrastructure at iThemba LABS, in a sustainable manner while ensuring compliance to general safety and all relevant **SANS 10400 legislation**.
- 3.2. The successful bidder will be required to source and supply all the necessary materials, and bring together every expertise and control necessary to successfully complete the works in the minimum amount of time, while placing a huge emphasis on working closely with the administrators and managers of the building, by keeping all informed of the progress of the various jobs and providing regular updates from your team. You will actively monitor all aspects of the projects, until they are completed in accordance with your operational objectives.

3.3. **Technical Specification**

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

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

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

3.4. **DETAILED SCOPE OF WORK**

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

Building Civil maintenance work

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

- Plumbing Repairs & Maintenance to hot & cold-water reticulation services including but not limited to
- Repairs or replacement of main water isolation valves
- Repairs to sanitary-ware and ablution facilities
- Storm water drains
- Sewage lines
- Replacement and fitment of tiling according to iThemba LABS specification
- Repairs to Water proofing and Roof repairs according to iThemba LABS specification
- Repairs to or replacement of paving, curbing and asphalt road surfaces
- Repairs or replacement of door locks (Cylinder deadlock, knob Cylinder, Mortice locks)
- Repairs to or replacement of flooring Carpets, Vinyl flooring
- Repairs to or replacement of Suspended Ceilings
- Epoxy floor repairs & painting
- Erecting brick walls
- Repairs to or replacement of Steel and aluminium work (incl. fences & gates)
- Moving and transporting of furniture and equipment
- Repairs to or replacement of Carpentry, masonry, joinery and ironmongery
- Painting according to iThemba LABS paint specification
- Replacement of glass & glazing

- Clearing and cleaning of gutters
- Clean existing roof covering using a high-pressure water cleaning system
- Repairs to or replacement of signage
- Repairs, and alterations to existing installation as required
- Execution of new installation work
- For any underground installation, before any excavation works commence, contractor to confirm cable and services locations with iThemba Labs responsible department
- Quotation shall be fit for the purpose and be based on details as provided by iThemba Labs

3.5. **Guarantee**

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

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

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

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

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

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

3.8. **PRICING SCHEDULE INSTRUCTIONS:**

- **Bidders must price in accordance with the pricing schedules below, this will enable iThemba LABS to compare priced offers, the priced rates in the BOQ must indicate the price escalation per annum for year 2 & year 3.**
- Failure to submit a priced offer using the prescribed schedules may make the bid liable for disqualification.
- A Detailed Breakdown of costs must be attached to all invoices.
- iThemba LABS at times may require labour only as the material and equipment may be in stock or free issued to the contractor.

- All rates quoted as part of this bid will apply to adhoc works as/when required (additional work outside scheduled maintenance).
- Do not leave any area blank in the pricing schedules.
- All payments will be made 30 days from receipt of invoice.
- Payment for this contract will be against proven cost accompanied by receipts and work request report.
- Provision must be made for the contractor to visit site to inspect and provide a quotation as /when required prior to commencement of work.
- **All transport, deliveries and travel cost must be included** as part of the rates in the BOQ below.
- **3rd Party Procured Items – Equipment, Spares, Sub -Contracting and material will be charged at cost plus mark-up of percentage (%). – Mark-up must be inclusive of VAT. Please state percentage mark-up in the BOQ**

PRICING SCHEDULE (LABOUR)						
Item	Description	Unit of measure	Normal Hours, Rate per hour / m ² (VAT inclusive)	After Hours, Rate per hour / m ² (VAT inclusive)	Saturday Rate per hour / m ² (VAT inclusive)	Sunday / Public Holidays Rate per hour / m ² (VAT inclusive)
1.	Qualified Plumber	1	R per hour	R per hour	R per hour	R per hour
	Plumber's Assistant	1	R per hour	R per hour	R per hour	R per hour
2	Supervisor/Foremen	1	R per hour	R per hour	R per hour	R per hour
3.	Qualified Carpenter	1	R per hour	R per hour	R per hour	R per hour
	Carpenter's Assistant	1	R per hour	R per hour	R per hour	R per hour
4.	Qualified Tiler	m ²	R per m ²	R per m ²	R per m ²	R per m ²
	Tiler's Assistant	m ²	R per m ²	R per m ²	R per m ²	R per m ²
5.	Qualified Painter	m ²	R per m ²	R per m ²	R per m ²	R per m ²
	Painter's Assistant	m ²	R per m ²	R per m ²	R per m ²	R per m ²
6.	General worker /Labourer	1	R per hour	R per hour	R per hour	R per hour
7.	High Pressure Cleaning (including equipment and labour per hour)	1	R per hour	R per hour	R per hour	R per hour
	TOTAL (PART A) VAT					

	INCLUSIVE		R	R	R	R
	OTHER PRICES					
Item	Description	Unit	Rate (Including VAT)	Proposed % mark up on materials		
8.	Issue of CoC (Plumbing Certificate of Compliance)	1	R			
9.	SHEQ File	1	R			
11.	Mark up percentage on materials	1		%		
	TOTAL (PART B) VAT INCLUSIVE		R			

4. FUNCTIONALITY

THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE 3

Bidders are not eligible for the next stage of evaluation, which is Price and Preference scoring, where they score less than the minimum threshold of 60% on total score

Competence Criterion	Key Aspects of Criterion	Points Allocation		Total Points
Suitability	A Portfolio of works covering similar scope of work in a Commercial Building Maintenance environment to a minimum of 3 projects. The Projects/Service must include the <u>Value</u> , <u>Duration</u> and <u>Scope of works</u> of the contract within the last five years.	No submission	0	40
		One Project	5	
		Two Projects	10	
		Three Project	20	
		Four Projects	30	
		Five Projects and more	40	
Capability of staff to be used	CV's confirming the Plumbers qualifications and experience	No submission	0	15
		Two Years' experience.	5	
		Three Years' Experience	10	
		Five and more Years' Experience	15	
	CV's confirming the Supervisor/Foremen's qualifications and experience	No submission	0	15
		Two Years' experience.	5	
		Three Years' Experience	10	
		Five and more Years' Experience	15	

	CV's confirming the Painter's qualifications and experience	No submission	0	15
		Two Years' experience.	5	
		Three Years' Experience	10	
		Five and more Years' Experience	15	
	CV's confirming the Carpenter's qualifications and experience	No submission	0	15
		Two Years' Experience	5	
		Three Years' Experience	10	
		Five and more Years' Experience	15	
Total				100

SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Minimum level
Building Maintenance Services	Completion of repairs and maintenance as per the agreed programme and timeline.	The penalty per day will be calculated at 2% of the project value.
Certificate of Compliance	A Certificate of Compliance must be handed to the Site Services Manager (iThemba LABS) upon completion of all plumbing works where COC is required.	100% Compliance to the Specifications on the RFP. Failing to issue a valid COC will result in payment being held upon receipt of the COC.

Quality of work performed	Work must be completed with good quality standards maintained, with attention to detail.	100% Compliance to the Specifications as and when required. If the agreed standard is not met the contractor will complete the remedial work at there our cost (materials included).
Personal Protective Equipment and Clothing.	Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times.	Staff failing to wear the required PPE will be prohibited from working on site.
Health & Safety Administration.	The HEALTH AND SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) AGREEMENT will be issued to the successful bidder.	Document must be completed prior to commencement of work.
Safety File	Submission Date	No work will commence prior to the receipt of the completed safety file

GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT

GCC22	22. Penalties
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

The Bidder is employed by the STATE; and/or

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

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

Full Name of Bidder or his/her representative:

Identity Number:

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

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

Tax Reference Number:

VAT Registration Number:

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

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

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

PREFERENCE POINTS CLAIMED (SBD 6.1)									
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017									
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.									
1. GENERAL CONDITIONS 1.1. The following preference point systems are applicable to all bids: 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). 1.2. 1.2.1. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or 1.3. Points for this bid shall be awarded for: 1.3.1. Price; and 1.3.2. B-BBEE Status Level of Contributor. 1.4. The maximum points for this bid are allocated as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 85%;"></td> <td style="width: 15%; text-align: center; background-color: red; color: white;">POINTS</td> </tr> <tr> <td>PRICE</td> <td style="text-align: center; background-color: yellow;">80</td> </tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td style="text-align: center; background-color: yellow;">20</td> </tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td> <td style="text-align: center; background-color: red; color: white;">100</td> </tr> </table>			POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser. 2. DEFINITIONS 2.1. “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;									

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1. If yes, indicate:

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

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

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

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

8.2. VAT registration number:

8.3. Company registration number :.....

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

8.8.1. The information furnished is true and correct;

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

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

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

8.8.4.1. disqualify the person from the bidding process;

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

8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

8.8.4.5. forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

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

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

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);

c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid.
In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation
³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of

National Research Foundation	
	1. Contract Management 1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document. 2. Contract Manager 2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager. 3. Contract Communication 3.1. The NRF communicates all communications in writing as well as through email. 3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection. 3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.

4. Communicating “As and When” in terms of the specific contract clauses

- 4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete a B52 (Request for Order). The detailed quotation together with the signed B52 must be submitted to Supply Chain Management Office for processing;
- 4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.
- 4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):
 - 4.3.1. Purchase Order Number
 - 4.3.2. Contract Number
 - 4.3.3. Quantity
 - 4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
 - 4.3.5. Catalogue number if applicable;
 - 4.3.6. Unit price per this contract;
 - 4.3.7. Delivery Date;
 - 4.3.8. Business unit code; and
 - 4.3.9. The specific delivery site.

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

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

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

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

7. Performance Management

- 7.1. The NRF measures performance throughout the contract life.
- 7.2. The NRF has regular performance review with the contractor.
- 7.3. Where severe non-performance occurs will terminate the contract earlier in consultation with the contractor.

CONTRACTED BIDDER

8. Managing the Contract

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

9. Contract Manager

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

10. Communication

- 10.1. The contracted party communicates in writing and through email.
- 10.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

11. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)

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

12. Health and Safety Requirements

- 12.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.
- 12.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).
- 12.3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.
- 12.4. Prior to commencement of any work the contractor needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.

BID SUBMISSION CERTIFICATE FORM

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.	
	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.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) including detailed schedules attached
		CSD / Tax clearance letter
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1) and the BBBEE certificate	
	Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5, SBD8, SBD9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	
NAME (PRINT)		
CAPACITY		
SIGNATURE		
Witness 1		

NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	