

REQUEST FOR PROPOSAL (RFP):

Sourcing the Services of a Professional Construction Health & Safety Agent (PrCHSA) to ensure Health and Safety Compliance during the lifespan of the D -Block HVAC Project Construction phase at iThemba LABS Cape Town.

Supplier name:

RFP Number:	iLABS/RFP2024/25:07
RFP Description:	Sourcing the Services of a Professional Construction Health & Safety Agent (PrCHSA) to ensure Health and Safety Compliance during the lifespan of the D-Block HVAC Project Construction phase at iThemba LABS Cape Town.
Date of Issued:	4 November 2024
Address:	iThemba LABS Old Faure Road Faure Somerset West 7131 South Africa
Compulsory Site Visit Date, Time and address (if applicable)	Not applicable
Closing Date and Time	13 November 2024 @ 11:00 am
Submit RFP to:	scm@tlabs.ac.za (RFP must be submitted via email only)
For More Information, (Technical):	Mr. Nish Devanunthan Email: n.devanunthan@ilabs.nrf.ac.za Tel: 021 843 1000
For More Information, (Supply Chain Management):	Mr. Lusindiso Buje Email: scm@tlabs.ac.za Tel: 021 843 1379
iThemba LABS Business Hours:	08:00 am till 16:30 pm
Date Services Required:	Immediately After Issuing of a Purchase Order

Validity from Closure Date:	90 Days
Awarding of Proposal:	November 2024
Contract Period:	Up until the completion of HVAC Construction.
Preferential Procurement System Applicable:	80:20 This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2022 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and, if applicable, any other legislation.

Table of Contents

1.	INTRODUCTION TO THE NRF	4
2.	INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS RFP	4
3.	INVITATION FOR PROPOSAL.....	4
4.	OBJECTIVES OF iThemba LABS.....	5
5.	REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)	6
6.	SECTION 1: PROCESS DESCRIPTION & ADMINISTRATIVE REQUIREMENTS	7
7.	SECTION 2: BACKGROUND	9
8.	SECTION 3: GENERAL SPECIFICATION PROJECT SCOPE OF WORKS	10
9.	PRICING SCHEDULE INSTRUCTIONS:.....	11
10.	PRICING SCHEDULE	13
9.	SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS	15
10.	GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT.....	15
	STANDARD BIDDING DOCUMENT (SBD) 4.....	16
	STANDARD BIDDING DOCUMENT (SBD) 6.1	18
11.	CONTRACT MANAGEMENT	23
12.	CONTRACTED BIDDER.....	24
13.	BID SUBMISSION CERTIFICATE FORM.....	25

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.

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 Support – Infrastructure Projects of iThemba Labs Cape Town is responsible for this RFP.

3. INVITATION FOR PROPOSAL

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

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

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

exclusive right of iThemba LABS. The purpose of this RFP is to invite proposals for the Provision of the Services of a Professional Construction Health & Safety Agent (PrCHSA) to ensure Health and Safety Compliance during the lifespan of the D-BLOCK HVAC Project Construction phase at iThemba LABS Cape Town with the right to cancellation due to non – performance.

4. 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 to **enhance impact on the research enterprise**. This state-of-the-art facility is aimed at responding to the needs of the SA research community in subatomic science and technology, radiobiology, radiochemistry, materials research, accelerator mass spectrometry, and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.
- The availability of the leading-edge research allows iThemba LABS to contribute to **enhance impact on the research enterprise** through in-house and collaborative research projects. In addition to 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), and contributing to a **transformed (internationally competitive and sustainable) research workforce**. Competitive infrastructure also allows iThemba LABS and its users to forge closer ties with the South African, African and International Science and Technology, Higher Education and Research Institutions. Our facilities and skilled human resources also serve to technically and scientifically assist South African research groups that wish to use international facilities thereby contributing to a **transformed organisation that lives its culture and values**.
- Having world class infrastructure, conducting competitive research and having active international research collaborations serves to establish iThemba LABS and South Africa to be **globally recognised and respected for the research infrastructure platforms and people**. iThemba LABS further contributes to the societal benefit 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 **upholds best corporate practise** and 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. In particular, post-graduate programmes with HDIs provide the pipeline needed to generate a **transformed research and technical workforce**, not only internal to the NRF but also in academia and the nuclear industry
- A small but active group at iThemba LABS engages in a variety of science outreach programmes aimed at establishing a **scientifically informed society**. Having world-class research facilities and participating in leading edge research plays an important role in instilling interest and pride in science in South Africa.

5. 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 .

6. SECTION 1: PROCESS DESCRIPTION & ADMINISTRATIVE REQUIREMENTS.

6.1 Mandatory and Administrative Requirements

- a. All documentation to be included:

PART 1: Technical Proposal: RFP No.: iLABS/RFP2024/25:02

PART 2: B-BBEE and other Mandatory Documentation:

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

ADMINISTRATIVE DOCUMENTS (M = Mandatory)		
Please Tick Applicable		
B – BBEE Certificate (or Sworn affidavit or Certified Copy)	O	YES/NO
Company Profile	M	YES/NO
Must be registered on CSD	M	YES/NO
SBD 4	M	YES/NO
SBD 6.1	O	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
EVALUATION DOCUMENTS (Go/No Go)		
Note: Compulsory to submit all returnable documents		
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate (SUBMIT PROOF)	M	YES/NO
A portfolio of previous services to plants / facilities covering similar scope of works (Restricted to a minimum of 3 in the past 5 years) – Provision of PrCHSA services to ensure Health & Safety compliance during project construction phases. The Projects must include the Value and duration of the services contract. (SUBMIT PROOF). At least One (1) project must have a total value of greater than R 15 million.	M	YES/NO
CV of the competent person registered as Professional Construction Health & Safety Agent (PrCHSA) who will provide the monthly service with at least ten (10) years' experience in Construction Health & Safety and three (3) years' experience since registration as PrCHSA.(SUBMIT PROOF)	M	YES/NO
Trade References for similar work (PrCHSA Services) in the past 5 years (Minimum of Three). Written references in the format under annexure (Page 12).	M	YES/NO
Program/plan indicating how the monthly service will be administered.	M	YES/NO
Proof of Registration with South African Council for the Project and Construction Management Professions (SACPCMP)	M	YES/NO

6.2 Proposal Submission

Proposal must reach iThemba LABS before the closing hour on the date shown below:

RFP No:

Description: PrCHSA Services to ensure Health and Safety Compliance during the lifespan of the D-BLOCK HVAC Project Construction phase at iThemba LABS Cape Town

Closing Date and Time: **13 November 2024 @ 11:00 am**

Email Submission Address: scm@tlabs.ac.za

- 6.2.1 Please note that this RFP closes punctually at **13 November 2024 @ 11:00 am**. No late bids will be accepted.
- 6.2.2 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE." This included bids that are delivered late.
- 6.2.3 **Only email responses will be considered, unless otherwise stated herein.**
- 6.2.4 The responses to this RFP will be evaluated as soon as practicable after the expiry of the time advertised for receiving them.
- 6.2.5 iThemba Labs reserves the right to accept the whole proposal or part of your submitted proposal or any item or part of any item or accept more than one proposal (in the event of a number of items being offered).
- 6.2.6 iThemba LABS shall not, at the evaluation of responses, disclose to any other company any confidential details pertaining to the Proposals / information received i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.
- 6.2.7 iThemba LABS business hours are between 08h00 and 16h30.
- 6.2.8 Each proposal shall be valid for a minimum period of ninety (90) days calculated from the closing date.
- 6.2.9 All documentation to be included:
- **PART 1:** Technical Proposal: RFP No.:
 - **PART 2:** Pricing Proposal, B-BBEE and other Mandatory Documentation:
- 6.2.10 Proposals submitted by companies must be signed by a person or persons duly authorised.

6.3 Awarding of Request for Proposal and Appointment of Bidder

- 6.3.1 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.
- 6.3.2 iThemba LABS will award the contract to qualified bidder(s)' whose proposal is determined to be the most advantageous to iThemba LABS, taking into consideration the Technical (Functional) Solution, Price and B-BBEE.

6.4 Evaluation Process.

6.4.1 Evaluation of proposals:

All 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.

6.4.2. Evaluation process will be followed:

- The first phase includes evaluation of mandatory and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after the technical phase has been adjudicated and accepted.

Preference points system:

- The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

6.4.3. Pricing Proposal:

6.4.3.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal.

6.4.3.2 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.

6.4.3.3 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.

6.5 Appointment of Bidder

6.5.3 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.

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

6.6 Communication.

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

6.6.4 For specific queries relating to this RFP, Respondents must contact SCM Office in writing.

6.6.5 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at scm@tlabs.ac.za on any matter relating to its RFP proposal.

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

6.7 Proposal Documentation Availability.

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

7. SECTION 2: BACKGROUND

7.1 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 infrastructure should be in place to enable

core business to achieve objectives. Based on its technological competency, Facilities Management is the internal business partner to provide these essential services. Due to the complex nature of some of these services, it is not possible to offer all services in-house, hence the need to outsource other services to external service providers

8. SECTION 3: GENERAL SPECIFICATION PROJECT SCOPE OF WORKS

iThemba LABS (Cape Town) requires the services of a qualified and experienced Professional Construction Health and Safety Agent (PrCHSA) to assist with Legislative, Client Health and Safety and project requirement Compliance during the construction phase of its South African Isotope Facility (D-BLOCK HVAC).

The required candidate must be:

- 1) Qualified Professional Construction Health and Safety Agent (PrCHSA) in terms of Section 18(1)(c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)
- 2) Registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as per the Construction Regulations, GNR. 84 of 07/02/2014, Section 5 (7)(b).
- 3) Provide proof of a minimum of 10 Years' experience in projects similar in value and type of that of iThemba LABS D-BLOCK HVAC Construction Project.
- 4) One project must have a total value of equal or greater than R 15 million.

The PrCHSA will be required to:

PrCHSA Services to ensure Health and Safety Compliance during the lifespan of the D-BLOCK HVAC Project Construction phase at iThemba LABS Cape Town. The D-BLOCK HVAC project construction activities is anticipated to commence on 15 November 2024 over a period of 18 months (1 month for compilation of Stage 3 & 4 Health & Safety Specifications, 14 months for construction until practical completion, 3 months for defect liability period).

The PrCHSA will be required to:

- Review the Stage 3 design drawings, reports, prepare a project Baseline Risk Assessment and provide required reports and feedback for consulting engineers to implement in their drawings.
- Compile a suitable, sufficiently documented and coherent site-specific Health and Safety specification (stage 4) for the D-BLOCK HVAC construction project to ensure that the inclusive Health and Safety and protection of all stake holders involved are considered and catered for based on the baseline Risk Assessment.
- Assess and approve the Principal Contractor's Health and Safety Plan and those of approved specialists and required Health & Safety Appointments and ensure the plan is maintained for early works and duration of the

construction phase of the project which should include all records as contemplated in the Construction Management Professions Act (no. 48 of 2000)

- Apply for construction permit in terms of the Construction Regulations, GNR. 84 of 07/02/2014, Section 3 of the Occupational Health and Safety Act, no. 85 of 1993
- If required, provide Notification of construction work in terms of section 4 of the Construction Regulations of the Occupational Health and Safety Act, no. 85 of 1993
- Assess and approve Health and Safety Plans of the Principal Contractor, approved specialists and required Health and Safety Appointments
- Bi-weekly (or monthly) Health and Safety Audits and prepare monthly audit Reports and inspection Reports on Principal Contractor activities as required by Construction Regulations, section 5(1)(o).
- Monitoring Construction site Health and Safety standards.
- Managing Construction Health and Safety compliance of all contractors on behalf of the Client (iThemba LABS).
- Attend one site meeting per month to convey Health and Safety information to the Client.

Stop any contractor and / or Sub-contractor for non-compliance to Health and Safety and Construction Regulations requirements and ensure implementation of all corrective measures.

9. PRICING SCHEDULE INSTRUCTIONS:

- Bidders must price in accordance with the pricing schedules below, this will enable iThemba LABS to compare priced offers.
- Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- Do not leave any area blank in the pricing schedules.
- All payments will be made 30 days of receiving invoice.
- We reserve the right to omit works from **Stage 3** at our discretion.
- Pricing must be as per the latest gazetted edition of the Guidelines for Tariff of fees from the latest gazetted Guideline Scope of Services and Tariff of Fees in respect of services rendered by persons registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000).
- The fee proposal must be a percentage fee for normal service based on the cost of works estimate of **R 25 000 000**. The cost of works estimate is inclusive of the estimated cost of Construction Works, Construction Work Contingency, Construction cost escalation and excludes Vat. The fee proposal must be priced as follows for the stages of appointment:

- Stage 3: A percentage fee for Stage 3 should be submitted for the normal scope of service applicable to the implementation and completion of this stage. A **pricing of 50% of the total fee percentage allocation for Stage 3** (Design Development) is required on the tendered fee applicable for normal service for Stage 3 – refer to Pricing Schedule. The reduced pricing of Stage 3 percentage fee amount is required due to the stage 3 process almost concluded.
- Disbursements cost must be included as a percentage of the total fee payable as guided by your fee scales and shall be claimed as proven costs and payable at agreed intervals during the life of the project. The pricing of disbursements must not include costs for travel, accommodation and parking as these costs are not payable on the project. Bidders must provide supporting breakdown of the disbursement allowances and calculation.
- Where provisional sum is provided (e.g. Specialist services allowance), it will be a fee provision which might not form part of the final payable fee to the service provider. If applicable, expenditure against the provisional sum will require submission of 3 quotations by the appointed service provider which will be adjudicated by the Employer prior to execution of service. Where the provisional sum is not spent or is partially spent, the balance of the unspent sum will be declared as a project saving.
- Expenditure allocation against the provided fees contingency will only occur once substantiated and approved by iThemba LABS.
- The discounting of fees is not compulsory for Stage 3 – 6 on the Standard and Additional Services and shall therefore be applicable at the discretion of the bidder (not compulsory).
- Instruction to proceed with the next stage of implementation in terms of this contract and the associated scope of work will be confirmed in writing by the iThemba LABS. Note that iThemba LABS is under no obligation to continue with any stage/s of project. Should the appointed bidder not be granted approval to commence with a subsequent project Stage, this will not be seen as a cancellation, termination or abandonment of the project that will trigger termination fees or any additional payments apart from those for services rendered up to that point in time.
- Payment of fees shall be done as per percentage apportionment of fees at completion of each stage as set out in the relevant professional body's fee scale guidelines. All approved fee claims and invoices shall be submitted to the appointed Principal Agent for project costs' accounting purposes.

10. PRICING SCHEDULE

PrCHSA Professional Service Fees for D Block HVAC Upgrade Project				
Professional Fees	Estimated construction value		R25 0000 000	
Construction Health and Safety Agent	Fees calculated as per the latest South Africa Council for the Project and Construction Management Professions Act No. 48 of 2000 fees guideline		Offered fees (Excl. VAT) R	
Stage of Services according to SACMP	% of basic fee for each stage	Amount (Excl. VAT)	% Discount offered	Offered Fee (Excl. VAT)
Work-stage 1 Inception	N/A	N/A	N/A	N/A
Work-stage 2 Concept and Viability	N/A	N/A	N/A	N/A
Work-stage 3 Design development PRICE ONLY 50% OF THE 20%	20%			
Work-stage 4 Documentation & Procurement	10%			
Work-stage 5 Works / Construction	40%			
Work-stage 6 Handover Close-Out	5%			
SUBTOTAL 1	75%			
Total Disbursements – include as percentage	(%)			R
SUB TOTAL 2 (Add Sub-Total 1 & Disbursements)				R
CONTINGENCIES 20% OF SUB-TOTAL 2				R
TOTAL OFFERED FEE EXCL. VAT (Add Sub-Total 2 & Contingencies)				R
VAT 15% (OF TOTAL OFFERED FEE)				R
TOTAL OFFERED PROFESSIONAL FEE INCL. VAT				R

11. REFERENCE LETTER TEMPLATE

REFERENCE LETTER			
Referee Letterhead			
<u>Referee Legal Name:</u>			
<u>REFERENCE ON COMPANY:</u>			
RFP Number:	iLABS/RFP2024/25:07		
RFP Description: Provision of PrCHSA services to ensure Health & Safety compliance during D-Block HVAC project construction phases.			
Describe the service/work the above bidder provide to you below:			
Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Customer centricity			
Turnaround time on Emergency Call Outs			
Knowledge, understanding and experience in PrCHSA services.			
An understanding of the relevant regulatory processes applicable to Construction Works.			
Analytical and conceptual abilities and report writing skills			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

12. SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Penalty
Regular site visit and provision of report to Client Management and Project Team regarding all safety compliance aspects on a monthly basis.	The bidder is expected to provide a monthly report on safety compliance to the Client Management and Project Team.	As stipulated on GCC 22.1
Emergency Call-out as and when required	The bidder is expected to respond to emergency call-outs within 2 hours	As stipulated on GCC 22.1
Application for Construction Permit in terms of the Construction Regulations, GNR. 84 of 07/02/2014, Section 3 of the Occupational Health and Safety Act, no. 85 of 1993	Lodging of application with relevant authority	As stipulated on GCC 22.1
Provision of a Comprehensive Safety Plan to be implemented and maintained throughout the life of the construction project	Submission of the Comprehensive Safety Plan to the Client Management and Project team	As stipulated on GCC 22.1
Safety and Health Administration.	A Contractors' Obligation Form must be completed and forwarded to our SHE Department. A Compensation for Injuries and Diseases Act 130 of 1993 (COID Act) Registration number must be furnished to the SHE Department. All Contractor staff must avail themselves as a single group to be inducted by the SHE Department during the week prior to commencement of work.	Letter of Non - Compliance

13. 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.

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

STANDARD BIDDING DOCUMENT (SBD) 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

7	2	4		
8	1	2		
Non-compliant contributor	0	0		

Bidders to submit B-BBEE certificate or sworn affidavit to claim for specific goals.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the

shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

14. CONTRACT MANAGEMENT

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.
15. 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.
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16. 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:											
	<table border="1"> <tr> <td>Invitation to Bid</td> <td>Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</td> </tr> <tr> <td rowspan="2">Bidder's responses to this invitation as attached to this document</td> <td>Pricing Schedule(s) including detailed schedules attached</td> </tr> <tr> <td>CSD / Tax clearance letter</td> </tr> <tr> <td colspan="2">Bidder's Disclosure (SBD4);</td> </tr> <tr> <td colspan="2">Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement (SBD6.1) and the BBBEE certificate</td> </tr> <tr> <td colspan="2">Conditions of contract as set out in this document (GCC)</td> </tr> </table>	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	Bidder's Disclosure (SBD4);		Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement (SBD6.1) and the BBBEE certificate		Conditions of contract as set out in this document (GCC)	
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Bidder's Disclosure (SBD4);												
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement (SBD6.1) and the BBBEE certificate												
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) 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	