

**REQUEST FOR PROPOSAL
(iThemba LABS – M2017/18:16)
For the
REFURBISHMENT OF THE
COSMOGENIC AND CHEMICAL PRE
– TREATMENT LABORATORIES
(COLLECTIVELY CALLED
COSMOGENIC LABORATORIES) AT
iThemba LABS GAUTENG WITH CIDB
GRADING OF 2GB OR HIGHER.**

For

iThemba Laboratory for Accelerator Based Sciences

A National Facility of the National Research Foundation established in terms of the National Research Foundation Act (Act No 23 of 1998) (Hereinafter referred to as "iThemba LABS")

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 Gauteng.

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

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

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

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

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

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

3. SITE LOCATION FOR DELIVERY

iThemba LABS Gauteng
Empire Road (Between Jan Smuts Avenue and Yale Road)
WITS
Gauteng
2050
South Africa

4. PROGRAMME FOR THE SUPPLY AND DELIVERY

The following key dates are applicable to this contract:

- Awarding of proposal: **July 2017**
- Issue an official order: **2 weeks after awarding**
- Estimate CIDB Contractor Grading : **2GB or Higher**
- Delivery of service: **4 weeks (20 working days) from receipt of order**
- Terms of Payment: **30 days from date of acceptance of invoice or statement whichever is agreed upon.**
- iThemba LABS Gauteng will withhold 10% of the contractor's payment as retention money for a minimum period of three months as agreed with the appointed Contractor.

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.

SECTION 1: Process Description & Administrative Requirements.

1 Intent of the document

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 Gauteng. Final acceptance of any proposal is not guaranteed, this being the exclusive right of iThemba LABS Gauteng. The purpose of this RFP is to invite proposals for the **Refurbishment of the Cosmogenic and Chemical Pre – Treatment Laboratories at iThemba LABS Gauteng** with the right to cancellation due to non – performance.

The Service Provider will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS Gauteng 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).

2 Background

iThemba LABS Gauteng has recently expanded research area offerings by including Accelerator Mass Spectrometry (AMS), and therefore need to increase its business operations to cater for the needs and expectations of its customers, facility users and employees needing the services of this new sub-division. To achieve this, clean laboratory infrastructure should be in place to enable core business to achieve the set objectives. Based on its technological competency, Facilities Management is the internal business partner to provide such infrastructure and essential services. Due to the complex nature of some of designs, specifications and services, it is not possible to offer all needs in-house, hence the need to outsource to external service providers.

The draft work plan considers the project to be completed in two phases. The first phase includes completing the refurbishment of the Cosmogenic Chemistry laboratory and the paving of the adjoining scrubber area. Following the completion of phase one the works in the Chemical Sample Pre - Treatment Room will commence. The sample preparation operations are currently at standstill, however this approach will enable the concerned scientists and students to get back to their sample preparing day to day operations sooner.

The RFP for the refurbishment work must include costs for all related materials, labour, site establishment, cleaning, rubble removal, ladders, scaffolding, equipment, progress payments, health and safety, preliminaries and any general

costs as specified. The Service Provider 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 and its Regulations). Submit a Health and Safety File after site establishment.

3 Mandatory and Administrative Requirements

Pricing must be filled in on this document and can be supported by a separate proposal.

Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).

Prices supplied should be fully inclusive of all costs; value added tax, delivery charges and other taxes.

Prices must be in South African currency.

Price summary supplied in this document is firm prices.

The service provider should have an office within 100 Km radius of iThemba LABS Gauteng.

Proposals not complying with the Technical Specifications will not be considered.

Bidders not submitting mandatory returnable evaluation documents will not be considered for evaluation.

Proposals to sufficiently declare the relevant Local Content requirements as per SBD 6.2

| ADMINISTRATIVE DOCUMENTS (M = Mandatory) | | |
|--|----------|---------------|
| Please Tick Applicable | | |
| Certified BBEE Certificate | O | YES/NO |
| Company Profile | M | YES/NO |
| CIDB Proof of Registration – 2GB or Higher | M | YES/NO |
| CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za) | M | YES/NO |
| Registered Member of the NHBC (National Home Builders Regulatory Council) – Good Standing Certificate (Certified Copy). | M | YES/NO |
| Registered Member of the BIBC (Building Industry Bargaining Council) – Good Standing Certificate (Certified Copy). | M | YES/NO |
| SBD 4 | M | YES/NO |
| SBD 6.1 | M | YES/NO |
| SBD 8 | M | YES/NO |
| SBD 9 | M | YES/NO |
| SBD 6.2 | M | YES/NO |
| Completed Contractors Obligation (Annexure B) | M | YES/NO |
| Proof of Bidder Liability Cover | M | YES/NO |

| | | |
|--|---|--------|
| Resolution by the Bidder authorizing signatory | 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 if a new company | M | YES/NO |
| A Portfolio of projects covering a similar scope and works (Restricted to a minimum of 3 projects) – Building Refurbishment /Renovations. The Projects must include the Value and duration of the contract. | M | YES/NO |
| The bidder is required to supply three (3) reference letters per relationship where applicable (i.e. Building Refurbishment /Renovations.), as per the format under the Annexure section. The form is for those customers for whom the bidder has completed work within the last twelve months and current work in progress. Page 57 – 58. | M | YES/NO |
| Provide a schedule of work which indicates a project plan and timeline to meet the required deadline. | M | YES/NO |
| Documentation i.e. ,CV confirming the qualifications & experience of suitably qualified staff, Building, plumbing, electrical, flooring and safety officer | M | YES/NO |
| Proof of address (a utility bill) to demonstrate primary place of business is based within 100km of iThemba LABS Gauteng has been provided. | 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 |

4 Proposal Submission

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

- RFP No: iThemba LABS - M2017/18:16

The RFP for the refurbishment work must include costs for all manufacturing, materials, delivery, labour, site establishment, cleaning, ladders, scaffolding,

equipment and profit to complete the works as specified. 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 and its Regulations).

Description: REFURBISHMENT OF THE COSMOGENIC AND CHEMICAL PRE – TREATMENT LABORATORIES (COLLECTIVELY CALLED COSMOGENIC LABORATORIES) AT iThemba LABS GAUTENG.

Compulsory Site Meeting: **Friday 7th July 2017 at 11:00** at iThemba LABS Gauteng, Empire Road (Between Jan Smuts Avenue and Yale Road), WITS, Johannesburg, 2050.

Closing Date and Time: **Friday 21st July 2017 at 11:00 am**

Closing Address: [*Refer to section 8*]

- 4.1 Proposals shall be submitted at the address mentioned above and below no later than the closing date of 21 July 2017 during iThemba LABS business hours.
- 4.2 iThemba LABS business hours are between 08h00 and 16h30.
- 4.3 Where a proposal is not received by iThemba LABS by the due date and stipulated place, it will be regarded as a late RFP's. Late RFP's will not be considered.
- 4.4 iThemba LABS business hours are between 08h00 and 16h30.
- 4.5 Where a proposal is not received by iThemba LABS by the due date and stipulated place, it will be regarded as a late RFP's. Late RFP's will not be considered.
- 4.6 Each proposal shall be valid for a minimum period of three (3) months calculated from the closing date.
- 4.7 All proposals are to be sealed. No open proposals will be accepted.
- 4.8 All proposals are to be clearly marked with the RFP number and the name of the bidder on the outside of the main package.
- 4.9 All documentation to be included:
 - **PART 1:** Technical Proposal: RFP No.: iThemba LABS – M/iThemba LABS - M2017/18:16
 - **PART 2:** Pricing Proposal, B-BBEE and other Mandatory Documentation:
 - **RFP No:** iThemba LABS – M/iThemba LABS - M2017/18:16
- 4.10 Proposals submitted by companies must be signed by a person or persons duly authorised.

4.2 Service and Activities Reports

- 4.2.1 The service provider is expected to provide a project plan for Refurbishment works, which details the activities and completion dates of the various stages of works. The schedule should include number of days in a week that the contractor will on site to meet project completion date.

5 Awarding of Request for Proposal and Appointment of Bidder.

- 5.1 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.
- 5.2 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 & Local Content (Refer to SBD 6.2)
- 5.3 Awarding of bidders will be published on iThemba LABS tender website. Regret letters will be sent out to all unsuccessful bidders.
- 5.4 Appointment as a successful service provider 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 Evaluation Process.

- 6.1 Evaluation of proposals:

All proposals will be evaluated by an evaluation team 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.

- 6.2 Evaluation process will be followed.

- The first phase includes evaluation of elimination 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. Only proposals that achieved the specified minimum qualification scores for functionality will be evaluated further using the preference points system.
- 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.

6.3 Pricing Proposal:

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

6.3.2 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

6.3.3 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.

7 Appointment of Bidder

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

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

8 Delivery Instructions for Bids.

8.1 Delivery by Hand:

If delivered by hand, the envelope is to be deposited in the iThemba LABS Gauteng Tender Box which is located at the Main Reception Area, Empire Road (Between Jan Smuts Avenue and Yale Road), WITS, Johannesburg, 2050

8.2 Despatches by Courier:

If dispatch by courier, the envelope must be addressed as follows and delivered to the Tender Box and a signature obtained from the security.

iThemba LABS Gauteng
Main Reception Area
Tender Box
Empire Road (Between Jan Smuts Avenue and Yale Road)
WITS
Johannesburg
2050

8.3 Please note that this RFP closes punctually at 11:00 am on 21 July 2017. No late bids will be accepted.

8.4 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.

- 8.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 8.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 8.7 iThemba LABS shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other respondents upon request.
- 8.8 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

9 Communication.

- 9.1 Bidders are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of iThemba LABS in respect of this RFP between the closing date and the date of the award of the business.
- 9.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.
- 9.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at motau@tlabs.ac.za on any matter relating to its RFP proposal.
- 9.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

10 Bid Documentation Availability.

The RFP documents are available from the iThemba LABS website – www.tlabs.ac.za/administration/supply chain management/bids.

11 Compulsory Site Meeting

- Attendance of the site meeting is compulsory.
- Bidding documentation will be provided at the site meeting.
- The site meeting will take place on **Friday 07 July 2017 at 11:00** at the iThemba LABS Gauteng.

SECTION 2: GENERAL SPECIFICATION

The service provider is expected to provide the Refurbishment of the Cosmogenic and Chemical Pre – Treatment Laboratories at iThemba LABS Gauteng. This must include the services of qualified staff to execute the work on time; no compromise for poor workmanship will be tolerated. The project will be completed in the time frame agreed upon.

The RFP for the refurbishment work must include costs for all related materials, labour, site establishment, cleaning, rubble removal, ladders, scaffolding, equipment, progress payments, health and safety, preliminaries and any general costs as specified. The Service Provider 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 and its Regulations). Submit a Health and Safety File after site establishment.

DESCRIPTION OF WORKS

1. Cosmogenic Chemistry Laboratory and the paving of the adjoining scrubber area.

The work towards the Refurbishment of the Cosmogenic laboratory has already started. We are looking for the services of a competent service provider, compliant with requirements specified elsewhere in this document, to provide the following services towards completing the work. The works entail, to remove the current drench shower outside the laboratory and supply a drench shower that complies with effective requirements for effective decontamination. Such a shower should have a non-clogging self-cleaning shower head with pull rod, and a plastic bowl with push handle for emergency eye wash, and the installation of drench shower and eyewash system in an appropriate location in close proximity to the Lab. The service provider must ensure that all plumbing works is completed by a qualified plumber and all work compliant with SANS 10400 and 10252 standards. A Plumbing Certificate of Compliance must be handed to the Project Manager upon completion of all works. The service provider shall also supply and install a two door air locking system to assure that the two doors leading the laboratory do not open simultaneously, however an emergency system should also be provided. The contractor shall then install and test the airlock system. Prepare and clean walls and ceilings for painting. Supply acrylic epoxy paint (Similar or Equivalent). Paint walls and ceiling with acrylic epoxy paint (Similar or Equivalent). Prior to painting the contractor must ensure that all electrical light switches and outlet sockets are isolated before removing covers. Drop sheet must be laid down at all times while painting. The contractor must ensure that all ladders and equipment used in good working condition. All paint, sealants and other consumables must be included in the price. Clean up the Lab after painting. Remove the laid bricks around the scrubber banded area. Clearing the grass and digging the soil surface around the scrubber banded area. Supply paving bricks that match other paving around the campus. Pave the banded area with the paving bring and all the necessary accessories.

Refer to attached the bill of quantities (BOQ).

2 The Sample Pre - treatment Laboratory

The sample chemical pre-treatment laboratory is in the main building of iThemba LABS. No refurbishment has commenced in this lab. All the work to be performed will form part of the second phase of the job. The works will include the removal of wooden counter-tops and support, the removal of the ceramic sink, and the removal of the, and securing of the gas and compressed air laboratory fittings. This then should be followed by the stripping of the floor and the wooden skirting lining the three walls of the lab. The fourth, eastern, wall has a worn out electrical skirting which will require replacement. Once the removal work is completed the walls and ceiling should be prepared for painting. The walls and the ceiling of this lab are lined by boards which should not be removed and should rather be protected against damage during the work. The walls and ceiling should be painted with white PVA matte finish eggshell sheen paint, the paint will be supplied by the service provider. Prior to painting, the service provider must ensure that all electrical lights switches and outlet sockets isolated before removing covers. Drop sheet must be laid down at all times while painting. The service provider must ensure that all ladders and equipment used in good working condition. All paint, sealants and other consumables must be included in the price. After the painting the contractor will remount the chalk and white boards which will have been moved in preparation for the paint. The flooring will then be redone and replaced by tight fitting vinyl tiles. The contractor will also supply the vinyl tiles. The tiles will also be lined as the skirting along the three walls, replacing the wooden skirting. The bidder will supply two trespa counter tops, the first shall be 4.35 m long by 0.6 m wide by 13 mm thick, while the other will be 3.84 m long by 0.8 m wide and 13 mm thick. The 4.35 m countertop will have access for four drop-in sinks, and five other access holes for the three taps, one for compressed air duct and gun and the last will be for LPG line. Two sink access holes should be towards the edges of the 4.35 m long countertop and the two sink access holes will be towards the centre of the trespa panel and should be adjoining each other separated by 10.5 cm just a little over twice the sink rim. The service provider will also supply support frames, matching in the colour the counter-tops. It is envisaged that the frames should be able to withstand a mass of 500 kg (weight of 5000 N). The service provider will also supply four epoxy resin sinks. The four sinks will all be of the same size. The sinks will be 0.35 m long, 0.254 m wide and 0.3 m deep. The sink rim should be 5.1 cm all around the sink. The service provider will also supply three 3-way swivel laboratory grade cold water outlets (taps). These should all have tapered spouts. The service provider should provide all the plumbing accessories and shall install the three taps aligned with the sinks. The swivel tap in the centre shall supply both sinks, while the other two sinks will have dedicated three way taps. The three taps will be connected to cold water mains supply. The three of the four drains will be connected. The service provider must ensure that all plumbing works is completed by a qualified plumber and all work compliant with SANS 10400 and 10252. The fourth sink will drain to the acid storage IBC's. The service provider should use certified 60 mm diameter polypropylene ducts for this drain. The service provider will also have to provide a pump to evacuate the acid waste from the duct from time to time. A Plumbing Certificate of Compliance must be handed to the Project Manager upon completion of all works. The summary of works below must be read in conjunction with the Bill of Quantities.

Exclusions

All Internet and related infrastructure will be installed by iThemba LABS Gauteng.

3 Bill of Quantities (BOQ)

3.1 Cosmogenic laboratory

| No. | DESCRIPTION | UNIT | QTY | RATE | COST |
|-----|--|-------|-----|------|------|
| | Remove the existing safety drench shower | Item. | 1 | | |
| | Supply safety drench shower with emergency eyewash system as specified | Item | 1 | | |
| | Install safety drench shower with emergency eyewash system | Item | 1 | | |
| | Plumbing accessories. | Item. | 1 | | |
| | Supply 2-door airlock system | Item | 1 | | |
| | Install and test 2-door airlock system | Item | | | |
| | Prepare walls and ceiling for Painting/close all holes left by previous installation | M2 | 100 | | |
| | Supply acrylic epoxy paint | M2 | 100 | | |
| | Apply two coats of paint to the walls and ceiling. | M2 | 100 | | |
| | Clean the lab after. | Item. | 1 | | |
| | <u>EXTERNAL</u> | | | | |
| | Remove bricks around the scrubber bunded area | m2 | 10 | | |
| | Remove grass and dig soil around the scrubber bunded area | M2. | 10 | | |
| | Supply paving bricks | M2 | 10 | | |
| | Pave the around the scrubber bunded area | M2 | 10 | | |

3.2 Sample chemical Pre-treatment Laboratory Refurbishment

| No. | DESCRIPTION | UNIT | QTY | RATE | COST |
|-----|-------------|------|-----|------|------|
|-----|-------------|------|-----|------|------|

| | | | | |
|--|--|-----|--|--|
| Remove wooden worktop and support | item | 2 | | |
| Remove and temporarily secure compressed air duct | item | 1 | | |
| Remove and temporarily secure LPG duct | Item | 1 | | |
| Remove ceramic sink. | item | 1 | | |
| Remove wooden skirting | item | 3 | | |
| Remove electrical skirting. | item | 1 | | |
| Strip vinyl flooring | M2 | 25 | | |
| Prepare walls and ceilings for painting (sealants +consumables) | M2 | 105 | | |
| Supply PVA matt finish eggshell sheen paint | m2 | 105 | | |
| Supply vinyl tiles | M2 | 25 | | |
| Two coats of paint on walls and ceiling | M2 | 105 | | |
| Supply chemical resistant trespa worktop with access for four drains, compressed air panel | 4.35 m long 0.6 m wide 13 cm thick | 1 | | |
| Supply solid chemical resistant trespa worktop panel | 3.84 m long 0.85 m wide 13 cm thick | 1 | | |
| Supply support frame for the chemical resistant trespa worktop | 4.35m long 0.6 m wide 0.88m high | 1 | | |
| Supply support frame for the chemical resistant trespa worktop | 3.84 m long 0.85 m wide 0.88 m high | 1 | | |
| Supply four epoxy resin (4) sinks | 0.35 m long 0.254 m wide 0.30 m deep | 4 | | |
| Supply three (3) three-way swivel cold water laboratory taps | item | 3 | | |
| Supply laboratory LPG fittings+ accessories | item | 1 | | |
| Supply laboratory compressed air fittings+accessories | item | 1 | | |
| Install countertops + frames | item | 2 | | |
| Split single cold water supply three ways + accessories | | | | |
| Split single drain three was +accessories | | | | |

| | | | | | |
|--|--|------|---|--|--|
| | Install taps (connected to cold water supply) | item | 3 | | |
| | Compressed air laboratory fitting | item | 1 | | |
| | LPG laboratory fitting | item | 1 | | |
| | Install drains (connected to mains waste drain) | item | 3 | | |
| | Install acid waste drain connected to IBC | Item | 1 | | |
| | Supply acid resistant pump Connect Pump to acid waste drain | item | 1 | | |

Summary

| No. | DESCRIPTION | QTY | COST | |
|-----|---------------------------------|-----|------|-----------|
| | <u>SUMMARY</u> | - | | - |
| 3.1 | Cosmogenic Laboratory | 1 | | |
| 3.2 | Sample Pre-Treatment Laboratory | 1 | | |
| | Contingency | 1 | R | 50,000.00 |
| | Sub-Total | | | |
| | VAT | | | |
| | Total | | | |

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:

1. 70% on total score and/or scores “Meet Specifications”
2. Meeting all administrative requirements as “GO/NO GO”
3. All bidders must score 15% on Accreditations & Certifications to proceed to Price Stage

| EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES | | | |
|---|---|---------------|---|
| | Selection Element | Weight | Evaluation |
| 1 | Evaluate Administrative Compliance | Go/No Go | Evaluate that all required documents in the returnable document list have been provided YES/NO |
| 2 | Evaluate Track Record and Previous Experience | 45% | <p>35%: Minimum 2 years’ experience in completing 2 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 2 projects completed). The value of the contracts/ projects rendered</p> <p>40% Minimum 3 years’ experience in completing 3 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 3 projects completed). The value of the contracts/ projects rendered.</p> <p>45% More than 5 years’ experience in completing 5 Projects of a similar nature. Previous and current clients reference letters indicating quality workmanship and on time completion of at least 5 projects completed). The value of the contracts/ projects rendered</p> |

| EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES | | | |
|---|---|---------------|---|
| | Selection Element | Weight | Evaluation |
| 3 | 3 Evaluate key resources and staff | 40% | <p>20% The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this includes but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least more than 2 years.</p> <p>30% The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this may include but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least than 3 years</p> <p>40% The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this may include but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least than 5 years. The contractor must demonstrate they have the required resources and qualified skilled staff to provide the required service, this may include but not limited to the following resources: List of assets owned by bidder and CV's and experienced of supervisors and staff for the project of least than 5 years</p> |

| EVALUATION CRITERIA FOR EVALUATING BIDDERS RESPONSES | | |
|---|---------------|---|
| Selection Element | Weight | Evaluation |
| 4.Accreditations & Certifications | 15% | <p>5% Interlock system: Accredited Security Electronic Installer (Insourced or outsourced). Proof must be provided.</p> <p>5% Plumbing: Qualified Plumber with Trade Test (Insourced or outsourced) .Proof must be provided.</p> <p>5% LPG & Compressed Air Installations: Accredited Installers & Certifications Required (Insourced or outsourced). Proof to be provided</p> |

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:

| | 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:

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad 90/10$$

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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 | 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-Service Provider.....

7.1.1.3. The B-BBEE status level of the sub-Service Provider.....

7.1.1.4. Whether the sub-Service Provider 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 least 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 Service Provider 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 Service Provider, 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.

.....

SIGNATURE(S) OF BIDDERS(S)

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

| | |
|--|---------------------|
| <p>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</p> | |
| <p>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</p> | |
| <p>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</p> | |
| <p>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:</p> | <p>YES / NO</p> |
| <p>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:</p> | <p>YES / NO</p> |
| <p>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:</p> | <p>YES / NO</p> |
| <p>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:</p> | <p>YES / NO</p> |
| <p>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.</p> | |
| <p>SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT</p> | |
| <p>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</p> | |

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 |
| | <p>Name of person/ director/ trustee/ shareholder/member:</p> <p>Name of STATE institution at which you or the person connected to the Bidder is employed</p> <p>Position occupied in the STATE institution</p> <p>Any other particulars:</p> |
| 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 |
| | <p>If Yes, did you attach proof of such authority to the Bid document?</p> <p>If No, furnish reasons for non-submission of such proof as an attached schedule</p> <p>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</p> |
| 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 | YES / NO |

| | |
|--|---|
| may be involved with the evaluation and or adjudication of this Bid? | |
| | 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: |

National Research Foundation

| |
|---|
| <p>4. Contract Management</p> <p>4.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p>5. Contract Manager</p> <p>5.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.</p> <p>6. Contract Communication</p> <p>6.1. The NRF communicates all communications in writing as well as through email.</p> <p>6.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>6.3. 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.</p> <p>6.4. All site instructions will be communicated by the Project Manager.</p> <p>7. Communicating “As and When” in terms of the specific contract clauses</p> <p>7.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;</p> |
|---|

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

7.3. 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):

7.3.1. Purchase Order Number

7.3.2. Contract Number

7.3.3. Quantity

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

7.3.5. Catalogue number if applicable;

7.3.6. Unit price per this contract;

7.3.7. Delivery Date;

7.3.8. Business unit code; and

7.3.9. The specific delivery site.

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

8.1. Incidental services are specified in the incidental services clause

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

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

9.1. The spare parts services are specified in the spare parts clause

10. Performance Management

10.1. The NRF measures performance throughout the contract life.

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

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

PERFORMANCE LEVELS

| Service being Measured | Measurement | Minimum level |
|------------------------|-------------|---------------|
|------------------------|-------------|---------------|

| | | | |
|--|--|---|---|
| | Cosmogenic Chemistry Laboratory and the paving of the adjoining scrubber area. | Quality of work done. | 100% compliant to the specifications as stated on the RFP. |
| | The sample Pre – Treatment Laboratory | Quality of work done. | 100% compliant to the specifications as stated on the RFP. |
| | Plumbing | Quality of work done. | A Plumbing Certificate of Compliance must be handed to the Project Manager upon completion of all works. |
| | Painting | Quality of work done. | Paint walls and ceiling with acrylic epoxy paint (Similar or Equivalent). |
| | Security Search. | Worker(s) reported for duty. | Service Provider must remove the worker immediately, and replace him/her within one hour. |
| | Geographical Requirements. | Place of Business to remain within 60km of iThemba LABS throughout the contract | The head office of the service provider must be within a 100km radius from the iThemba LABS Gauteng site. |
| | 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 | Induction attended not later than 1 day of agreed date. |

| | | | |
|--|---|---|--|
| | | inducted by the SHE Department during the week prior to commencement of work. | |
| | Personal Protective Equipment and Clothing. | Contractors employees must wear the correct Personal Protective Equipment and Clothing (PPE&C) at all times during Building works. Such PPE&C should be open to be inspected by the SHE Department at any time. | Workers cannot commence duty. Clothing to be made available within 1 hour of identifying this non-compliance |

CONTRACTED BIDDER

| |
|--|
| <p>1. Managing the Contract</p> <p>The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document. Responsible for Quality management of all works to ensure a high standard of work is delivered at all times.</p> <p>2. Contract Manager</p> <p>1.1. The contracted party appoints a contract manager and notifies the NRF in writing of the name and contact details of the appointed contract manager.</p> <p>2. Communication</p> <p>2.1. The contracted party communicates in writing and through email.</p> <p>2.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.</p> <p>2.3. The Contractor will attend weekly meetings which will take place at iThemba LABS. A project activity report from the contractor will form part of the monthly</p> |
|--|

meetings with iThemba LABS official.

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

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

4. Health and Safety Requirements

4.1. 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.

4.1. 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).

4.2. 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.

4.3. The successful bidder is required to complete iThemba LABS Contractors obligation form.

4.4. Contractor and all staff that will be working on the iThemba LABS site has to attend iThemba LABS induction meeting, before works can start.

4.5. Induction attended not later than 1 day of agreed date.

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should” mean “must”.

The NRF cannot amend the National Treasury’s General Conditions of Contract (GCC). The NRF appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the NRF requires a SCC that is not part of the GCC, the NRF appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.

GCC1

1. Definitions - The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or

| | |
|------|---|
| | mechanical writing. |
| GCC2 | 2. Application |
| | <p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| GCC3 | 3. General |
| | <p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| SCC | Advertised on CIDB portal and iThemba LABS Website. |
| GCC4 | 4. Standards |
| | 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| SCC | All the work must be done in accordance with product instructions. The contractor will be responsible to execute the work to conform to the code of Practice for National Building Regulations. |
| GCC5 | 5. Use of contract documents and information |
| | 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far |

| | |
|------|--|
| | <p>as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| GCC6 | <p>6. Patent rights</p> |
| | <p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| GCC7 | <p>7. Performance security</p> |
| | <p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p> |

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| SCC | iThemba LABS Gauteng will withhold 10% of the contractor's payment as retention money for a minimum period of three months. |
| GCC8 | 8. Inspections, tests and analyses |
| | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |

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| SCC8.1 | All the work done will be inspected by iThemba LABS Gauteng |
| GCC9 | 9. Packing |
| | <p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p> |
| GCC10 | 10. Delivery and Documentation |
| | <p>10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p> |
| GCC10 SCC | Contractor to prepare a handover certificate post final completion of works for iThemba LABSnGauteng consideration before invoice is issued |
| GCC10 SCC | <p>NRF representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.</p> <p>The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.</p> |
| GCC11 | 11. Insurance |
| | 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |

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| SCC | Liability cover of double the value of the contract to be produced with RFQ |
| GCC12 | 12. Transportation |
| | 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| GCC13 | 13. Incidental services |
| | <p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p> |
| GCC14 | 14. Spare parts |
| | <p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> |

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| | <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| GCC15 | 15. Warranty |
| | <p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p> |
| GCC15 SCC | The appointed Contractor must at guarantee his workmanship for 12 months. |
| GCC16 | 16. Payment |
| | 16.1. The method and conditions of payment to be made to the supplier under this |

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| | <p>contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p> |
| GCC16 SCC | <p>Short term construction contract ,</p> <p>30 days from receipt of invoice at end of works completion and handover certificate approval by iThemba LABS Schedule of payments are as follows:</p> <p>30 days from receipt of invoice.</p> |
| GCC16 SCC | <p>Method and conditions of payment are as follows:</p> <p>The NRF only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>The NRF does not settle invoices for outstanding goods or services.</p> <p>Payment is made in the South African Rands or any other currency as per the invoice.</p> |
| GCC17 | <p>17. Prices</p> |
| | <p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| GCC17 SCC | <p>All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the NRF has approved in writing the application.</p> <p>Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.</p> <p>Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2</p> <p>Contract management verifies all cost adjustment applications prior to giving approval.</p> |

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| GCC18 | 18. Contract amendment |
| | 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| GCC19 | 19. Assignment |
| | 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| GCC20 | 20. Subcontract |
| | 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract |
| GGC20 SSC | <p>The supplier shall notify the purchaser in writing of all subcontracts under this contract inclusive of termination of such sub-contracts and the replacement of sub-contracts previously notified in writing.</p> <p>The supplier cannot sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the supplier, unless the supplier sub-contracts to an EME that has the capability and ability to execute the sub-contract.</p> <p>The supplier provides proof, in the legislated formats, of the sub-contractor's B-BBEE status for each sub-contract to this contract to the NRF.</p> |
| GCC21 | 21. Delays in supplier's performance |
| | <p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or</p> |

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| | <p>a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> | |
| GCC22 | 22. Penalties | |
| | <p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p> | |
| GCC2 2 SSC | PERFORMANCE LEVELS FOR EACH SERVICE REQUIRED | |
| | Situation Requiring Penalty | Penalty where below minimum |
| | Work not in accordance with our specification and requirements | As stipulated GCC 22.1 |
| | Refusal to comply with lawful instructions from iThemba LABS Security Personnel | Service Provider must remove the worker immediately, and replace him/her within one hour |
| | Damage and/or loss to iThemba LABS property, and theft of staff or | A joint investigation will be conducted. Decision on liability will be determined by such |

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| | <p>guest property.</p> | <p>an investigation. If there is evidence of negligence, the Service Provider will be held liable for replacement or repairs.</p> |
| | <p>Inability to provide the updated and agreed project schedule post appointment within the agreed timeframe</p> | <p>As stipulated GCC 22.1</p> |
| | <p>Safety and Health Administration.</p> | <p>Worker(s) who did not attend the Induction Session will not be allowed on-site. Worker(s) who does not wear proper PPE& C will not be allowed on-site.</p> |
| GCC23 | <p>23. Termination for default</p> | |
| | <p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p style="margin-left: 40px;">23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p style="margin-left: 40px;">23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p style="margin-left: 40px;">23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged</p> | |

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| | <p>restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p> |
| GCC24 | <p>24. Anti-dumping and countervailing duties</p> |
| | <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.</p> |

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| | <p>When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p> |
| GCC25 | <p>25. Force Majeure</p> |
| | <p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> |
| GCC26 | <p>26. Termination for insolvency</p> |
| | <p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p> |
| GCC27 | <p>27. Settlement of disputes</p> |
| | <p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> |

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| | <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. the purchaser shall pay the supplier any monies due the supplier.</p> |
| GCC28 | 28. Limitation of liability |
| | <p>28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| GCC29 | 29. Governing language |
| | <p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| GCC30 | 30. Applicable law |
| | <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| GCC31 | 31. Notices |
| | <p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted</p> |

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| | <p>by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p> |
| GCC32 | <p>32. Taxes and duties</p> |
| | <p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p> |
| GCC33 | <p>33. National Industrial Participation Programme</p> |
| | <p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p> |
| GCC34 | <p>34. Prohibition of restrictive practices</p> |
| | <p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not</p> |

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| | exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |
| BID SCC | Intellectual property provided in the bid invitation The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the Bidder, both successful and unsuccessful, remain the property of the NRF |
| BID SCC | Intellectual property contained in the deliverables The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF reside with the NRF. |
| BID SCC | Third Party Warranty Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party. |
| BID SCC | Third Party Agreements No agreement between the contracted party and the third party is binding on the NRF. |
| BID SCC | Contracted Party Due Diligence The NRF reserves the right to conduct supply chain due diligence at any time during the contract period including site visits. |

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| 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 |

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| | | 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. | |
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| NAME (PRINT) | | |
| CAPACITY | | |
| SIGNATURE | | |
| Witness 1 | | |
| NAME | | |
| SIGNATURE | | |
| Witness 2 | | |
| NAME | | |
| SIGNATURE | | |

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| DATE | |
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Table below references the CIDB grading and criteria for the Bidders information

Annexure A

(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table A1: Contractor grading designations and associated parameters

| Contractor Grading Designation | Tender Value Range designation | Maximum value of contract that a contractor is considered capable of performing (R) |
|---------------------------------------|---------------------------------------|--|
| 1 (class of construction works) | 1 | 200 000 |
| 2 (class of construction works) | 2 | 650 000 |
| 3 (class of construction works) | 3 | 2 000 000 |
| 4 (class of construction works) | 4 | 4 000 000 |
| 5 (class of construction works) | 5 | 6 500 000 |
| 6 (class of construction works) | 6 | 13 000 000 |
| 7 (class of construction works) | 7 | 40 000 000 |
| 8 (class of construction works) | 8 | 130 000 000 |
| 9 (class of construction works) | 9 | No Limit |

Table A2: Classes of construction work (see next page)

CLASSES OF CONSTRUCTION WORK

Table A2

| Designation | Definition | Works types | Examples |
|--------------------|---|---|---|
| CE | Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and | Water, sewerage, roads, railways, harbors and transport, urban development and municipal services | Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. |
| EP | Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB. | Electrical power generation, transmission, control and distribution equipment and systems. | Township services, water treatment and supply Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems |
| EB | Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation | All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction | Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises |

| Definition | Works types | Examples | Description |
|---|---|---|--|
| <p>Construction works that:</p> <p>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or</p> <p>b) cannot be categorized in terms of the definitions provided for civil engineering works.</p> | <p>Buildings and ancillary works other than those categorized as being:</p> <p>a) civil engineering works;</p> <p>b) electrical engineering works;</p> <p>c) mechanical engineering works; or</p> <p>d) specialist works.</p> | <p>Buildings for domestic, industrial, institutional or commercial occupancies</p> <p>Car ports</p> <p>Fences other than classified as SS [SQ]</p> <p>Stores</p> <p>Walls</p> | <p>Civil engineering works</p> |
| <p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p> | <p>Machine systems including those relating to the environment of building interiors:</p> <p>a) gas transmission and distribution systems</p> <p>b) pipelines</p> <p>c) solid waste disposal</p> <p>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,</p> <p>e) continuous process systems</p> <p>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.</p> | <p>Air-conditioning and mechanical ventilation</p> <p>Boiler installations and steam distribution</p> <p>Central heating</p> <p>Centralized hot water generation</p> <p>Cranes and hoists</p> <p>Dust and sawdust extraction</p> <p>Compressed air, gas and vacuum installations</p> <p>Conveyor and materials handling installations</p> <p>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</p> <p>Kitchen equipment</p> <p>Laundry equipment</p> <p>Lift installations and escalators</p> | <p>Electrical engineering works (Infrastructure)</p> <p>Electrical engineering works (buildings)</p> |

| Works types | Examples |
|-------------|---|
| | The extension, installation, repair, maintenance or renewal, or removal, of asphalt |
| | The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support |
| | The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic) |
| | Demolition of buildings and engineering infrastructure and blasting |
| | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation) |
| | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts |
| | The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works |
| | The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery |
| | The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures |
| | The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage |
| | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding |
| | Timber buildings and structures |
| | The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems. |
| | The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing) |
| | The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing |

| Description | Designation |
|------------------------------|-------------|
| General building works | GB |
| Mechanical engineering works | ME |

| Description | Designation | Definition |
|------------------|-------------|--|
| Specialist works | SB | A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution |
| | SC | |
| | SD | |
| | SE | |
| | SF | |
| | SG | |
| | SH | |
| | SI | |
| | SJ | |
| | SK | |
| | SL | |
| | SM | |
| | SN | |
| | SO | |
| | SQ | |

REFERENCE LETTER ANNEXURE

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

| | | | |
|--|----------------------------------|--------------------|----------------------|
| Referee Letterhead | <u>Referee Legal Name</u> | | |
| <u>REFERENCE ON COMPANY xxxxx</u> | | | |
| Bid Number: | M2017/18:16 | | |
| REFURBISHMENT OF THE COSMOGENIC AND CHEMICAL PRE – TREATMENT LABORATORIES (COLLECTIVELY CALLED COSMOGENIC LABORATORIES) AT iThemba LABS GAUTENG. | | | |
| | | | |
| Describe the service/work the above bidder provide to you below | | | |
| | | | |
| Criteria | Needs improvement | Meets requirements | Exceeds requirements |
| Management & Supervision of the work on a daily bases | | | |
| Satisfaction with the skilled staff | | | |
| Compliance with Occupational Health & Safety Act | | | |
| Project completed on time as agreed | | | |
| Satisfaction with quality of work | | | |
| Reliability of service | | | |
| Response time to snags queries | | | |
| Recourses and equipment to execute the project | | | |

| | | | |
|-----------------------------------|-----|--|----|
| Overall Impression | | | |
| Would you use the provider again? | YES | | NO |
| | | | |
| Completed by: | | | |
| Signature: | | | |
| Company Name: | | | |
| Contact Telephone Number: | | | |
| Date: | | | |
| | | | |
| Company Stamp: | | | |

Annexure B

iThemba LABS CONTRACTUAL OBLIGATION

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

1. STATUTORY REQUIREMENTS

- 1.1 All persons employed by the Contractor working within the premises of iThemba LABS, shall comply with the Regulations of the Occupational Health and Safety Act, Act No. 85 of 1993.
- 1.2 The Contractor shall designate, in writing, one of his full time employees in terms of the provisions of G.S.R. Reg. (2) of the O.H.S. Act (Act 85 of 1993) who shall be in charge of work performed on site.
- 1.3 The above designation shall be made before work commences on site. The appointed person for inspection shall hold one copy on site and a duplicate copy shall be handed to iThemba LABS employee who awarded the contract.
- 1.4 The Contractor shall instruct his authorized site representative to report to iThemba LABS employee who is in charge of the project.

2. GENERAL REGULATIONS

- 2.1 The Contractor shall submit a list of all portable electrical tools and equipment to security before permission is granted to enter or leave the premises. Vehicles will be subjected to a search before entry and when leaving the premises. Contractors are not permitted to stay on site after their shift has been completed.
- 2.2 The Risk Control Manager must authorize any work, which could affect or interfere with normal activities.
- 2.3 All excavation work must be railed off or barricaded, debris or material, which cannot be removed immediately, must be placed in such a manner as to allow adequate and safe passage.
- 2.4 The Risk Control Manager will authorize areas where rubble and other material may be stored.
- 2.5 The Contractor will stay confined to the area of his work.

3. PERSONAL PROTECTIVE EQUIPMENT

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

- 3.2 Suitable eye protection must be used whenever there is a danger of flying particles or splashing of chemicals.
- 3.3 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever a jackhammer is used.
- 3.4 Gloves and welding helmet shall always be used for welding operations.
- 3.5 The Contractor is responsible for provision of the necessary protective equipment and to ensure that it is used as required.

4. ISOLATION PROCEDURE

- 4.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a padlock on the main switch.
- 4.2 The Risk Control Manager must grant permission before a padlock can be applied.

5. ELEVATED AREAS

9.5 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified beforehand and effectively cordoned off.

- 5.2 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.
- 5.3 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

6. TOOLS AND EQUIPMENT

- 6.1 Contractors shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.
- 6.2 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated for the duration of the contract.
- 6.3 No insulation tape or similar may be used on any electrical wiring or cables. Joins in cables must be approved by the Risk Control Officer prior to use on the premises.
- 6.4 Contractors may not operate company lift trucks, vehicles, jibs or cranes. In exceptional instances the Risk Control Manager may grant permission. In such an event, the Contractor shall produce a valid Certificate of Competency as described in the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Contractor who operates the above-described equipment. Any employee of iThemba LABS may ask such Contractor to produce the said Certificate.

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

7. PRECAUTIONS AGAINST FIRES

7.1 The Contractors shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.

7.2 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the Hazardous Materials/Substances Controller.

7.3 Any hazardous substances/material brought on site by the Contractor must always be accompanied by Material Safety Data Sheets.

7.4 The Contractor shall first obtain a Hot Work Permit from the person who awarded the contract before any naked flame or grinder is used anywhere outside a workshop.

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

7.6 The Contractor shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

7.7 All fires shall immediately be reported to the Risk Control Manager.

8. HOUSEKEEPING AND FIRST AID

8.1 The contractor shall uphold high standards of housekeeping.

8.2 The clinic on site will assist with first aid treatment if required.

8.3 Any work that must be performed in any Radiation Protection Area of D and/or N-Block requires the Radiation Protection Manager to be notified before such work is commenced.

8.4 All surplus material and builders' rubble must be removed from the premises on completion of the contract or as otherwise specified by the Risk Control Manager. iThemba LABS reserves the right to remove such material against cost within one week after completion of the contract.

9. TRADE UNIONS

9.1 No employees of a Contractor shall be allowed to actively further the interest of any Trade Union on site.

10. SECURITY

10.1 The principle of security fences must be upheld at all times.

10.2 iThemba LABS does not accept responsibility for the safekeeping of any material, tools or equipment on site.

10.3 All portable tools or equipment brought on site must be removed at the end of the days work.

11. PROCEDURES IN THE EVENT OF AN ACCIDENT

11.1 The Contractor shall act as “the Employer” in terms of Section 16 of the O.H.S. Act, Act 85 of 1993.

11.2 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the O.H.S. Act, Act 85 of 1993.

11.3 All incidents shall be reported to the Risk Control Manager.

11.4 The Contractor shall report all injuries to the Compensation Commissioner.

11.5 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour.

12. SUB-CONTRACTORS

12.1 The Contractors shall inform iThemba LABS employee who awarded the contract of any sub-contractors who may work on site.

12.2 The Contractor shall ensure that Appendix 1 is completed and submitted to the Risk Control Manager prior to commencement of work.

12.3 The Contractor shall ensure that the sub-contractor complies fully with all statutory and internal requirements.

13. USING OVERHEAD CRANES AND LIFTING TRUCKS

13.1 The following shall apply if the Contractor has to operate overhead cranes on site:

13.1.1 The Contractor shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Occupational Health and Safety Act, Act 85 of 1993.

13.1.2 The Contractor shall ensure that the training is valid in terms of the Act.

13.1.3 The Contractor shall present certificates of training to the Risk Control Manager before work commences.

14. FAILURE TO COMPLY WITH PROCEDURES

14.1 Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour.

14.2 Non-compliance by the Contractor with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the Risk Control Manager.

14.2.1 The Contractor could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by iThemba LABS such actions would be borne by the Contractor.

14.2.2 A specific member of staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Contractor.

14.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Contractor.

15. **PRECAUTIONARY MEASURES**

The Contractor must determine the degree of hazards related to the work he has tendered for and implement precautionary measures.

ACCEPTANCE

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

APPENDIX

CONTRACTOR INFORMATION

Name of Firm _____

Address _____

Telephone _____ Cell phone _____

E-mail _____

Type of work being performed

Commencement date of work _____

Completion date of work _____

For South African Contractors Only

Is your firm registered with W.C.C. (COIDA) Yes No

If yes, your membership number _____

Number of staff on the premises

Name of competent person on site and his contact number

Signed

Date

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \text{Error! Reference source not found. } x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. “**bid**” includes written price quotations, advertised competitive bids or proposals;

2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____