

**REQUEST FOR PROPOSAL (RFP)**

**DESCRIPTION OF SERVICES: - APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER FREIGHT FORWARDING AND CUSTOMS CLEARANCE SERVICES TO ITHEMBA LABS FOR A PERIOD OF TWELVE (12) MONTHS.**

**Name of Bidder: .....**

<b>RFP Number:</b>	iLABS/RFP 2022/23:11
<b>RFP Description:</b>	Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of Twelve (12) months.
<b>Date of Issued:</b>	8 November 2022 (extended on the 24 November 2022)
<b>Compulsory Site Clarification Meeting Date:</b>	N/A
<b>Site Location:</b>	iThemba LABS Old Faure Road Faure Cape Town South Africa, 7131
<b>Closing Date:</b>	5 December 2022 at 11:00 Am
<b>Submit RFP to:</b>	<a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a> (quotes / proposals must be sent via email only)
<b>For More Information (Technical):</b>	Ms. Lucinda Gordon  <a href="mailto:lgordon@tlabs.ac.za">lgordon@tlabs.ac.za</a>
<b>For More Information (Supply Chain Management):</b>	Lucinda Gordon / Odwa Mxenge 021 843 1000 or <a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a>
<b>iThemba LABS Business Hours:</b>	08:00 am till 16:30 pm

<b>Date Goods/Service Required:</b>	As and when required
<b>Payment Terms</b>	30 days from date of invoice
<b>Validity from Closure Date:</b>	90 Days
<b>Awarding of Proposal date:</b>	November 2022
<b>Delivery of service:</b>	Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of twelve (12) months.
<b>Preferential Procurement System Applicable:</b>	80:20  This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2017 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and any other applicable legislation

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## 1. INTRODUCTION TO THE NRF

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

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the AGSA on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

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

### 3. INVITATION FOR PROPOSAL

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

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

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

The purpose of this RFP is to invite proposals for the appointment of panel of service providers to render freight forwarding and customs clearance services at iThemba LABS over a period of twelve (12) months.

### 4. OBJECTIVES OF iThemba LABS

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

- I. iThemba LABS develops and provides to its users' leading-edge research and infrastructure platforms to **enhance impact on the research enterprise**. These state of the art facilities are aimed at responding to the needs of the SA research community in subatomic science and technology, radiobiology, radiochemistry, materials research, accelerator mass spectrometry, and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.
- II. The availability of the leading-edge research allows iThemba LABS to contribute to **enhance impact on the research enterprise** through in-house and collaborative research projects. In addition to growing the

production of globally competitive research outputs our training capacity is enhanced, leading to improvement in both quality and quantity of Human Capacity Development (HCD), and contributing to a **transformed (internationally competitive and sustainable) research workforce**. Competitive infrastructure also allows iThemba LABS and its users to forge closer ties with the South African, African and International Science and Technology, Higher Education and Research Institutions. Our facilities and skilled human resources also serve to technically and scientifically assist South African research groups that wish to use international facilities thereby contributing to a **transformed organisation that lives its culture and values**.

- III. Having world class infrastructure, conducting competitive research and having active international research collaborations serves to establish iThemba LABS and South Africa to be **globally recognised and respected for the research infrastructure platforms and people**. iThemba LABS further contributes to the societal benefit by growing and enhancing our Radionuclide Production portfolio and service offering for the health and related benefits of the SA community whilst improving cost recovery opportunities.  
iThemba LABS **upholds best corporate practise** and constantly strives to deliver transparent HR/Business/Finance processes (including Health and Safety) in line with the NRF policies in support of the operations and to facilitate Strategic Decision Making.
- IV. iThemba LABS offers an extensive range of training programmes, mainly focused on post-graduate training where our research facilities are being utilized. In particular, post-graduate programmes with HDIs provide the pipeline needed to generate a **transformed research and technical workforce**, not only internal to the NRF but also in academia and the nuclear industry
- V. A small but active group at iThemba LABS engages in a variety of science outreach programmes aimed at establishing a **scientifically informed society**. Having world-class research facilities and participating in leading edge research plays an important role in instilling interest and pride in science in South Africa.

## 5. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

## SECTION 1: Process Description & Administrative Requirements.

### 1.1. Mandatory and Administrative Requirements

a) All documentation to be included:

**PART 1:** Technical Proposal: RFP No.: iLABS/RFP2022/23:11

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

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

<b>ADMINISTRATIVE DOCUMENTS (M = Mandatory and O=Optional)</b>		
<b>Please Tick Applicable</b>		
B – BBEE Certificate or affidavit	M	YES/NO
Company Profile	M	YES/NO
CSD (Central Supplier Database) Proof of Registration ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> )	M	YES/NO
SBD 4	M	YES/NO
SBD 6.1	M	YES/NO
Resolution by the Bidder authorizing signatory. If the documents are completed and signed by the Director/Owner/Partner, the resolution is not needed, but if the documents are completed and signed by any other person, then the resolution is required - as per mandatory requirement.	M	YES/NO
Valid Letter of Good Standing issued by Compensation Commissioner OR COIDA certificate (SUBMIT PROOF)	M	YES/NO
<b>EVALUATION DOCUMENTS</b>		
<b>Note: Compulsory to submit all returnable documents (Where Applicable)</b>		
A Portfolio of services covering similar scope of works. (Restricted to a minimum of 3 projects) – The	M	YES/NO

Projects/Service must include the Value, Duration and Completion Date of the contract, preferably within the last three years.		
Curriculum Vitae confirming the qualifications and experience of suitably qualified staff.	M	YES/NO
Preference may be given to bidder who are have South African Association of Freight Forwarders or any related professional body for freight forwarders. (Attach proof)	O	YES/NO
A high-level execution plan detailing how the service provider will be approach the service delivery as per scope of work.	M	YES/NO
Minimum of 5 years' experience relevant in Freight clearing and forwarding (provide minimum of 3 reference letters as proof) [Bidders may utilise the template on page 16].	M	YES/NO
Public Liability Certificate	M	YES/NO

## 1.2 Proposal Submission

Proposal must reach iThemba LABS before the closing time.

Closing Date and Time : 5 December 2022 at 11:00 Am

### 1.2.1 Delivery Instructions for Bids.

#### 1.2.1.1 Delivery by email: [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za)

1.2.1.2 Please note that this RFP closes punctually at 11:00 am on 5 December 2022. No late bids will be accepted.

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

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

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

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

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



1.2.1.8 All documentation to be included:

- **PART 1:** Technical Proposal: RFP No.: iLABS/RFP2022/23:11
- **PART 2:** Pricing Proposal, B-BBEE and other Mandatory Documentation:

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

### 1.3 Awarding of Request for Proposal and Appointment of Bidder.

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

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

### 1.3.3 Pre-Qualification Eligibility Criteria

NRF /iThemba Labs TRANSFORMATION			
Sector Code Applicable	Not Applicable		
Minimum status B-BBEE level or not?	Yes		
Minimum status level	4		
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.			
<b>Verification Certificate Submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sworn Affidavit Submitted</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/>

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

A Bidder MUST submit a valid B-BBEE certificate/ Sworn Affidavit.

### 1.4 Evaluation Process.

1.4.1 Evaluation of proposals:

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

#### 1.4.2 Evaluation process will be followed:

- The first phase of evaluation is Pre-Qualification Eligibility Criteria (refer to **paragraph 1.3.3**)
- The second phase includes evaluation of mandatory and technical criteria.
- The third phase includes the evaluation of price and B-BBEE status.

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

Preference points system:

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

#### 1.4.3 Pricing Proposal:

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

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

1.4.3.3 Only firm prices\* will be accepted during the bid validity period. Non-firm prices\*\* (including prices subject to rates of exchange variations) will not be considered.

### 1.5 Appointment of Bidder

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

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

### 1.6 Communication.

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

- 1.6.2 For specific queries relating to this RFP, Respondents must contact SCM Office in writing. In the interest of fairness and transparency iThemba LABS response to such a query will then be made available to the other Respondents who have attended the compulsory site clarification meeting.
- 1.6.3 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) on any matter relating to its RFP proposal.
- 1.6.4 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with iThemba LABS in future.

## SECTION 2: BACKGROUND

### 2.1 Background

2.1.1 In order to achieve further time and cost efficiency from economies of scale while ensuring outstanding quality of service, iThemba LABS and its partners wishes to enter into a 12-months Agreement with the panel of most competent companies to serve its customs clearance, freight forwarding and inland transportation services. The contractor/s shall provide the necessary equipment (Trucks, Cranes, Forklift including drivers/operators), facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, freight forwarding and inland transportation and related services in accordance with the best commercial practice. iThemba LABS will negotiate an agreement for an initial period of One (1) year with a Contractor/s for the provision of customs clearance services.

### 2.2 Service Required: -

2.2.1 Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of twelve (12) months.

2.2.2 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).

## SECTION 3: SPECIFICATIONS

### 3.1 Scope of the required services

3.1.1 Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of twelve (12) months.

#### 3.1.2 Customs Clearance:

3.1.2.1 The Contractor shall provide full clearing and forwarding services as and when requested by iThemba LABS), in its capacity as an accredited clearing and forwarding company. The scope of such services shall include the following:

a) Air Freight Imports

- Airfreight clearance on tax free basis;
- Provisional clearance pending perfection of documents (undertaking);
- Arrangement of proper warehousing facilities and delivery to the final destinations;
- Arrangement of required transit insurance up to the place of final delivery;

b) Surface Imports

- Surface imports clearance, mostly containerized cargo;
- Administrative payments at border points for all applicable expenses;

- Arrangement of proper warehousing facilities and delivery to the final destinations;
- Arrangement of required transit insurance up to the place of final delivery;

### **3.1.3 Deliverables**

#### **3.1.3.1 Freight Forwarding and Customs Clearance**

The contractor shall manage customs clearance of goods from point of entry for road surface shipments and air shipments. The contractor will also manage warehousing, cargo handling and freight forwarding services.

#### **3.1.3.2 Expected Types of Consignments**

The main commodities to be customs cleared, warehoused and transported are, but will not be limited to, the following:

- Drugs, laboratory equipment and medical supplies
- Various Machinery equipment
- Donated equipment and materials as per collaboration agreement.
- Soil Samples for research and analysis purposes.
- Re-importation of research equipment after repairs have been done by manufacturer under warranty
- Temporary/Loaned research equipment for experiment purposes
- Educational and printed materials
- Office supplies and equipment
- IT equipment, telecommunications equipment, consumables etc.
- Personal effects of iThemba LABS staff under re-assignment
- Dangerous Goods
- Other items that are not listed above but are necessary for the activities of iThemba LABS.

#### **3.1.4 Standards/ Legal/Competencies/ Quality:**

The freight forwarder must be a member of the South African Association of Freight Forwarders or any related professional body for freight forwarders.

#### **3.1.5 Business Case:**

iThemba LABS, as a national facility of the NRF, provides research platforms for pure- and applied research and development in Accelerator Based Sciences. The key stakeholders of iThemba LABS have an expectation of equipment that is well maintained and reliable, as well as efficient service delivery and expert in-house support. Reliable operation of the charged particle accelerators that comprise the heart of the research platforms and related end station facilities require regular maintenance.

A substantial part of the maintenance parts required during Shutdowns are ordered from abroad. Various other parts and equipment which includes amongst others: i) new and donated equipment, ii) loan

equipment, and iii) various parts and materials used by the different user departments and technical support departments are mostly ordered from abroad and require clearing through South African Customs.

The different departments also have international research collaborations with various institutions and from time to time export of certain parts, materials and research equipment require Customs Forwarding clearance. On occasion the need arises for the return of defective goods under customs supervision clearance.

**Where (business unit):**

iThemba LABS Cape Town & Gauteng

**End-User:**

Various Departments within iThemba LABS

**When:**

The compliance with the original specifications set up in the Request for Proposal advertisement was the main guideline to score the proposal. We used the estimated total value of Imports which is R10 Million per annum with an average of five (5) imports and exports per month. The values and numbers provided above are for evaluation purposes and should not be seen as a guarantee that will be the actual figures during the duration of the contract. This contract will be on as and when required.

**Unique:**

There are no restrictions on the type of service to be supplied by the Bidders. However, Bidders must be a member of the South African Association of Freight Forwarders or any related professional body for freight forwarders and they must provide proof thereof.

## PRICING SCHEDULE

Machine Type	Unit Price (VAT Inclusive)	Total (VAT Inclusive)
<b>Monthly Average Shipments = R1 250 000.00</b>		
Total Disbursement (VAT & Customs)	R	R
Agency Fee	R	R
Airline Disbursements	R	R
Airline Handling	R	R
Airline Split Fee	R	R
Breakbulk Fee	R	R
Delivery	R	R
FSC (Fuel Surcharge) on Delivery	R	R
Communication	R	R
Documentation	R	R
Admin Fee	R	R
Other Specify	R	R

## 6. 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.

<b>Referee Letterhead</b>	<b><u>Referee Legal Name</u></b>		
<b><u>REFERENCE ON COMPANY:</u></b>			
<b>Bid Number:</b>	iLABS/RFP2022/23:11		
<b>Bid Description:</b> Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of twelve (12) months.			
Describe the service/work the above bidder provide to you below			
Criteria	Needs improvement	Meets requirements	Exceeds requirements
Professionalism			
Customer centricity			
Customer satisfied with the service			
Knowledge, understanding and experience in the Freight forwarding and customs clearance.			
Competent staff executing the project			
Management of costs			
An understanding of the relevant regulatory processes applicable to freight forwarding and customs clearance.			
Analytical and conceptual abilities and report writing skills			



Overall Impression			
No. of times used in past year		Would you use the provider again?	YES/NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			
Company Stamp:			

## 7. SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

Appointment of a panel of service providers to render freight forwarding and customs clearance services to iThemba LABS for a period of twelve (12) months.

### SERVICE PERFORMANCE LEVELS (MANDATORY)

Service being Measured	Measurement	Minimum level	Penalty where minimum levels are breached
Communication	Promptly inform iThemba LABS for purpose of approval of any situation under the Contract, which might impose additional financial obligations on iThemba LABS.	Immediately	As stipulated on GCC 22.1
Transportation	Arrange with iThemba LABS for timely transportation of consignments to avoid storage or demurrage charges.	Immediately	As stipulated on GCC 22.1
Customs Physical Examination	Provide attendance at Customs Physical Examinations, at a required time and relevant point of entry;	Immediately	As stipulated on GCC 22.1
Collection and Delivery	Collect and deliver cargo, if required	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
Documentation	Provide handling and processing of export documentation, if required;	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
Transportation	Manage the entire transport chain and logistical functions from the point of origin to the point of destination, including all elements of the various modes of transport necessary up to and including the delivery to the pre-defined destination. This will include all necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the transport,	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1

	freight forwarding and related services in accordance with best commercial practice;		
Competent Staff	The Contractor shall have their full attention and dedicated staff for all UN consignments, and shall have the supplies cleared in a limited time in order to avoid delays and demurrage.	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
Loss and Damages	The Contractor is expected to promptly notify UN agencies' logistics focal points of any loss, damage or delay in respect of the goods as may be required under the applicable contract of carriage or under the applicable transport document.	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
Shipping documents	<p>iThemba LABS will ensure that the following documents are handed to the contractor as soon as they are received from the supplier:</p> <p><b><u>For Surface shipments:</u></b></p> <ul style="list-style-type: none"> <li>- Original copy of the bill of lading;</li> <li>- Original copy of the supplier's invoice;</li> <li>- Copy of packing list (if different from invoice);</li> <li>- Authorization letters/other related documents;</li> </ul> <p><b><u>For Air Shipments:</u></b></p> <ul style="list-style-type: none"> <li>- Copy of air waybill;</li> <li>- Original copy of the supplier's invoice;</li> <li>- Copy of packing list (if different from invoice);</li> </ul>	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1

	- Authorization letters/other related documents;		
Management and Liaison	The Contractor shall nominate a professional and reliable contact person (s) who will be responsible for the performance of the obligations and to liaise with iThemba LABS' procurement/logistics focal points at all times;	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
Priority Service	Provide services to UN on a priority basis throughout the contractual period.	100% Compliance to the Specifications on the RFP	As stipulated on GCC 22.1
<b>8. GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT</b>			
GCC22	<b>22. Penalties</b>		<b>23.</b>
	23.1. 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.		23.2.

Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/generalconditions> for the detailed GCC's which forms part of the binding contract which will be issued to the awarded bidder.

**STANDARD BIDDING DOCUMENT (SBD) 4**  
**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding

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

process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of bidder</p>

<b>PREFERENCE POINTS CLAIMED (SBD 6.1)</b>	
	<b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</b>
	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
	<b>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.</b>
	<b>1. GENERAL CONDITIONS</b>
	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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

1.2.2. the 80/20 preference point system will be applicable to this tender

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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

2.2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

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

2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7. “**prices**” includes all applicable taxes less all unconditional discounts;



2.8. “proof of B-BBEE status level of contributor” means:

2.8.1. B-BBEE Status level certificate issued by an authorized body or person;

2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

2.9. “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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 contributor	0	0

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1. If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

**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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

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

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

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of

	contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
8.8.4.1.	disqualify the person from the bidding process;
8.8.4.2.	recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
8.8.4.3.	cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
8.8.4.4.	recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
8.8.4.5.	forward the matter for criminal prosecution.

<b>National Research Foundation</b>	
	<p><b>1. Contract Management</b></p> <p>1.1. The NRF manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>2.1. The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Contract Communication</b></p> <p>3.1. The NRF communicates all communications in writing as well as through email.</p> <p>3.2. The NRF maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>3.3. The NRF states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The NRF will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.</p> <p><b>4. Communicating “As and When” in terms of the specific contract clauses</b></p> <p>4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete a B52 (Request for Order). The detailed quotation together with the signed B52 must be submitted to Supply Chain Management Office for processing;</p> <p>4.2. Where specific procurement items as specified in the contract are required, the NRF issues a purchase order stating the contract number for the requirement.</p> <p>4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):</p> <p>4.3.1. Purchase Order Number</p> <p>4.3.2. Contract Number</p>

4.3.3. Quantity

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

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

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

5.1. Incidental services are specified in the incidental services clause

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

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

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

## **7. Performance Management**

7.1. The NRF measures performance throughout the contract life.

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

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

## **CONTRACTED BIDDER**

## **8. Managing the Contract**

8.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

8.2. The Service Provider will supervise and exercise proper control over its personnel and shall not hold the iThemba LABS liable for any loss or injury caused to the said personnel. The Service Provider will seek to resolve any problems relating to its personnel in line with the laws of the country (e.g. Labour Laws).

## **9. Contract Manager**

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

## **10. Communication**

10.1. The contracted party communicates in writing and through email.

10.2. The contracted party always state the contract number on communication, documentation such as

correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the NRF prior to acting upon it.

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

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

**12. Health and Safety Requirements**

12.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

12.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).

12.3. To this end, the contracted supplier shall make available to NRF the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.

12.4. Prior to commencement of any work the contractor needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.

**BID SUBMISSION CERTIFICATE FORM**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation.

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

- Invitation to Bid
- Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
- Bidder's responses to this invitation as attached to this document
- Pricing Schedule(s) including detailed schedules attached
- CSD / Tax clearance letter
- Bidders disclosure (SBD4);
- Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBBEE certificate
- SBD 6.2 Local Content (Where applicable)
- Conditions of contract as set out in this document (GCC)

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable) is correct and I accept

	that the NRF may reject the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	