REQUEST FOR PROPOSAL (RFP):

Appointment Of Professional Consulting Engineers for Site Assessment, Design Development, Documentation, Construction Monitoring and Inspection, Commissioning and Close-Out of a Gas Storage and Reticulation System for The Radiopharmaceutical Production Facility Of iThemba LABS In Faure, Western Cape.

Supplier name: .....

RFP Number:	iLABS/RFP2025/26:07
RFP Description:	**Appointment Of Professional Consulting Engineers for Site Assessment, Design Development, Documentation, Construction Monitoring and Inspection, Commissioning and Close-Out of a Gas Storage and Reticulation System for The Radiopharmaceutical Production Facility of IThemba LABS in Faure, Western Cape.**
Date of Issued:	21 November 2025
Address:	iThemba LABS Old Faure Road Faure 7131
Compulsory Site Visit Date, Time and address (if applicable)	**To be held on the 2 December 2025 at 11h00am.** iThemba LABS Old Faure Road Faure 7131
Closing Date and Time	12 December 2025 at 11h00am
Submit RFP to:	scm3@tlabs.ac.za **(RFP must be submitted via**

	email only)
For More Information, (Technical):	Scm3@tlabs.ac.za
For More Information, (Supply Chain Management):	Scm3@tlabs.ac.za scm
iThemba LABS Business Hours:	08:00 am till 16:30 pm
Date Services Required:	Immediately After Issuing a Purchase Order
Validity from Closure Date:	90 Days
Awarding of Proposal:	January 2026
Contract Period:	To be confirmed upon communication of Purchase order
Preferential Procurement System Applicable:	**80:20** This RFP is subject to the Preferential Procurement Policy Framework Act 2000 and its 2022 Regulations; the General Conditions of Contract (GCC); Special Conditions of Contract (SCC), and, if applicable, any other legislation.

Table of Contents

1. INTRODUCTION TO THE NRF 5
2. INTRODUCTION TO THE NRF BUSINESS UNIT RESPONSIBLE FOR THIS RFP 5
3. INVITATION FOR PROPOSAL 5
4. OBJECTIVES OF iThemba LABS 6
5. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD) 7
6. SECTION 1: Process Description & Administrative Requirements. 8
6.1 Mandatory and Administrative Requirements 8
6.2 Proposal Submission 9
6.3 Awarding of Request for Proposal and Appointment of Bidder 9
6.4 Evaluation Process. 10
6.5 Appointment of Bidder 10
6.6 Communication. 11
6.7 Proposal Documentation Availability. 11
7 SECTION 2: BACKGROUND 11
7.1 BACKGROUND 11
8 SECTION 3: GENERAL SPECIFICATION 11
9. PRICING SCHEDULE INSTRUCTIONS: 13
10. REFERENCE LETTER TEMPLATE 16
11. SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS 17
12. GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT 17
STANDARD BIDDING DOCUMENT (SBD) 4 18
STANDARD BIDDING DOCUMENT (SBD) 6.1 21
12. CONTRACT MANAGEMENT 26
13. CONTRACTED BIDDER 27
14. BID SUBMISSION CERTIFICATE FORM 28

1. INTRODUCTION TO THE NRF

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

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

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

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

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

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

3. INVITATION FOR PROPOSAL

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

- Reducing the cost of effort and administration

- Minimising price inconsistencies
- Reducing inadequate contract management and service delivery

This Request for Proposal is intended to allow the successful bidder to specify and present their skills, expertise and price for the above-mentioned services to iThemba LABS. Final acceptance of any proposal is not guaranteed, this being the exclusive right of iThemba LABS. The purpose of this RFP is to invite proposals for Mechanical Engineering Consulting Services with the right to cancel due to non – performance.

4. OBJECTIVES OF iThemba LABS

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

- iThemba LABS develops and provides to its users' leading-edge research and infrastructure platforms to **enhance impact on the research enterprise**. This state-of-the-art facility is aimed at responding to the needs of the SA research community in subatomic science and technology, radiobiology, radiochemistry, materials research, accelerator mass spectrometry, and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.

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

- Having world class infrastructure, conducting competitive research and having active international research collaborations serves to establish iThemba LABS and South Africa to be **globally recognised and respected for the research infrastructure platforms and people**. iThemba LABS further contributes to the societal benefit by growing and enhancing our Radionuclide Production portfolio and service offering for the health and related benefits of the SA community whilst improving cost recovery opportunities.

- iThemba LABS **upholds best corporate practise** and constantly strives to deliver transparent HR/Business/Finance processes (including Health and Safety) in line with the NRF policies in support of the operations and to facilitate Strategic Decision Making.

- iThemba LABS offers an extensive range of training programmes, mainly focused on post-graduate training where our research facilities are being utilized. In particular, post-graduate programmes with HDIs provide the pipeline needed to generate a **transformed research and technical workforce**, not only internal to the NRF but also in academia and the nuclear industry

- A small but active group at iThemba LABS engages in a variety of science outreach programmes aimed at establishing a **scientifically informed society**. Having world-class research facilities and participating in leading edge research plays an important role in instilling interest and pride in science in South Africa.

5. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

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

6. SECTION 1: Process Description & Administrative Requirements.

6.1 Mandatory and Administrative Requirements

a. All documentation to be included:

PART 1: Technical Proposal: RFP No.: iLABS/RFP2025/26:07

PART 2: B-BBEE and other Mandatory Documentation:

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

ADMINISTRATIVE DOCUMENTS (M = Mandatory) **Please Tick Applicable**		
B – BBEE Certificate (or Sworn affidavit or Certified Copy)	**O**	**YES/NO**
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	**M**	**YES/NO**
SBD 4	**M**	**YES/NO**
SBD 6.1	**O**	**YES/NO**
Resolution by the Bidder authorizing signatory (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder)	**M**	**YES/NO**
EVALUATION DOCUMENTS (Go/No Go) **Note: Compulsory to submit all returnable documents**		
At least 3 Projects of a similar nature – Gas Reticulation design where laboratory grade gases were used & pharmaceutical facilities	**M**	**YES/NO**
Provide client reference letters (at least 3)	**M**	**YES/NO**
Professionally Registered Engineer/Technologist with Engineering Council of South Africa (ECSA)	**M**	**YES/NO**
Professional Indemnity Insurance	**M**	**YES/NO**
Provide methodology and technical approach to demonstrate alignment with project scope and risk mitigation strategies	**M**	**YES/NO**

6.2 Proposal Submission

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

RFP No:	iLABS/RFP2025/26:07
Description:	Appointment Of Professional Consulting Engineers for Site Assessment, Design Development, Documentation, Construction Monitoring and Inspection, Commissioning and Close-Out of a Gas Storage and Reticulation System for The Radiopharmaceutical Production Facility of IThemba Labs In Faure, Western Cape.
Closing Date and Time:	**12 December 2025 11:00am**
Email Submission Address:	scm3@tlabs.ac.za

6.2.1 Please note that this RFP closes punctually on **12 December 2025 11:00am.** No late bids will be accepted.

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

6.2.3 **Only email responses will be considered, unless otherwise stated herein.**

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

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

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

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

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

6.2.9 All documentation to be included:

- **PART 1:** Technical Proposal: RFP No.:
- **PART 2**: Pricing Proposal, B-BBEE and other Mandatory Documentation:

6.2.10 Proposals submitted by companies must be signed by a person or persons duly authorised.

6.3 Awarding of Request for Proposal and Appointment of Bidder

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

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

6.4 Evaluation Process.

6.4.1 Evaluation of proposals:

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

6.4.2. Evaluation process will be followed:

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

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

  Preference points system:
  - The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to specific goals (page 22).

6.4.3. Pricing Proposal:

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

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

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

6.5 Appointment of Bidder

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

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

6.6 Communication.

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

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

6.6.5 After the closing date of the RFP, a Respondent may communicate with iThemba LABS Supply Chain Management Section, at scm3@tlabs.ac.za on any matter relating to its RFP proposal.

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

6.7 PAYMENT CONDITIONS:

- For Any advance payments: A payment guarantee approved by iThemba Labs Finance will be accepted.
- Payment terms are 30 days from date of invoice received date
- As schedule 3A public entity: Payments terms are 30 days from date of invoices (should you be awarded).
- Should your conditions differ i.e. shorter payment terms, your organisation will be requested to submit a Payment Guarantee to mitigate all risks.
- Or shorter payment of 7/14days from delivery date mutually agreed between both parties, **at the time of submitting your pricing proposal.**

6.8 Proposal Documentation Availability.

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

7. SECTION 2: BACKGROUND

7.1 BACKGROUND

iThemba LABS has identified a need to improve its business operations to cater for the needs and expectations of its customers and employees in the radiopharmaceutical production. To achieve this, an efficient and effective technical and ergonomic infrastructure should be in place to enable its core businesses to operate optimally. This project requires design of an HVAC system for a modular-build radiopharmaceutical lab. Given the technical nature and resources required to complete the proposed works, it was decided to source an external service provider.

8. SECTION 3: GENERAL SPECIFICATION PROJECT SCOPE OF WORKS

Design, construction monitoring, testing and commissioning of a Gas Reticulation system for a radiopharmaceutical lab at the iThemba LABS site in Faure.

The radiopharmaceutical lab uses various gases in its production and quality control processes. The gases used are listed below. The current gas storage location is not compliant with current regulations and requires an upgrade along with the gas piping to deliver safe and compliant installation.

The engineer appointed will need to design a storage cage, specify manifolds and controls and piping reticulation system for the project.

Gases used:

Gas	**UN Number**	**Usage**
BIP Nitrogen	UN 1956	+/- 2 gas tank used a month: need to have at least 2 gas tanks on storage.
Argon 5.0	UN 1006	+/- 10 gas tanks used a month: need to have more 5 gas tanks on storage.
Nitrogen 5.0	UN 1066	± 1 gas tank every month
Helium 5.0	UN 1046	+/- 3 gas tanks used a month: need to have more 2 gas tanks on storage
Medical Air	UN 1002	+/- 2 gas tanks used a month: need to have at least 2 gas tanks on storage
Hydrogen 5.0	UN1049	+/- 2 gas tanks used a month: need to have at least 2 gas tanks on storage

Breakdown of stages:

Concept & Detailed Design

- Pipe routing and storage layouts.
- Cage design and drawings for manufacturing.
- Drawings for plinth detail and pathway.
- Specification for gas detection system.

Construction Monitoring

- Checking equipment and material as per specs.
- Check first fix and installation QC.
- Check final fix and installation QC.

Commissioning CoC

- Testing supply and required flow rates.
- Testing manifolds and controls.
- Test gas detection system.
- Prepare handover documentation

The installation should be carried out by SAQCC registered personnel. The relevant CoC's, Material Safety Data Sheets need to be handed over to achieve completion of the works.

All designs to be in line with the latest compliance standards and necessary Health and Safety requirements.

8. PRICING SCHEDULE INSTRUCTIONS:

- Bidders must price in accordance with the pricing schedules below, this will enable iThemba LABS to compare priced offers.
- Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- Do not leave any area blank in the pricing schedules.
- **No advance payment without a payment guarantee approved by iThemba Labs Finance dept**
- **Payment terms are 30 days from date of invoice received date**
- **Payment conditions:**
  As schedule 3A public entity: Payments terms are 30 days from date of invoices (should you be awarded).

  Should your conditions differ to shorter terms, your organisation will be requested to submit a Payment Guarantee to mitigate all risk. Or 7 days from delivery date may be agreed to between both parties, at the time of submitting your pricing proposal.
- We reserve the right to omit works at our discretion.

8.1 PRICING SCHEDULE

The appointment of the consulting engineers will be done in accordance with Stages 1 - 6 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as published in the Government Gazette No 44333, 26 March 2021, Board Notice 22 of 2021 and the PROCSA Professional Service Agreement, the latter which the successful bidder will be required to procure a copy of at his own cost. Professional fees are to be calculated on the Cost of Works principle as outlined in the aforementioned.

iThemba LABS realises that the proposed solutions per site location will differ. To this end, iThemba LABS intends to implement the proposed solutions in phases on a risk-based approach. However, for purposes of determining the Bid Price, the Cost of Works is determined by the available construction budget for the project, which is estimated to not exceed R 1 million, inclusive of VAT and excluding professional fees. The actual professional fees will be finally determined by the actual construction costs.

The budgeted construction cost breakdown is as follows:

Item	**Budgeted cost (inclusive of VAT)**
Mechanical HVAC works	R 700,000.00
TOTAL R 700,000.00	**TOTAL R 700,000.00**

Bidders are welcome to submit an optional detailed pricing schedule in addition to the mandatory summary pricing schedule. iThemba LABS reserves the right to request this from bidders during the evaluation stage if required for clarification.

Description	**Total (Incl. VAT)**
Consulting fees: Design of System	
Consulting fees: Construction Monitoring	
Provisional Cost Amounts for: • OSHA requirements • Construction safety management	
Consulting fees: Commissioning & Validation	
Disbursements	
TOTAL (VAT inclusive)	**R**

EVALUATION CRITERIA (Functionality) (if applicable)

Responsive bids will firstly be evaluated on functionality. The minimum score for functionality is 60% (24 out of 40) and a bidder who scores below this minimum will be disqualified automatically from further evaluations.

Competence Criterion	Key Aspects of Criterion	Point Allocation		Total Points
Suitability	Experience of the service provider in providing Engineering Services similar in scope to the project requirements (mechanical gas piping and reticulation systems (including controls for laboratory installations)) The service provider shall demonstrate knowledge of and experience with the design standards and guidelines for Gas Installations systems as mentioned in 4.1 on page 10.	No submission, or portfolio indicates NO experience in industry related engineering projects and has NO alignment with project requirements	0	15
		Portfolio indicates LIMITED experience (no more than 1 project of similar scope completed) in for nuclear and pharmaceutical engineering projects and has LITTLE alignment with project requirements	5	
		Portfolio indicates SIMILAR experience (no more than 3 projects of similar scope completed) in nuclear and pharmaceutical engineering projects and has ADEQUATE alignment with project requirements	10	
		Portfolio indicates EXCELLENT experience (at least 5 projects of similar scope completed) in nuclear and pharmaceutical engineering projects and has EXCELLENT reference to project requirements	15	
Capability	List of competent staff within the company	No Submission	0	10
		1-3 Qualified Professional Engineers registered with ECSA	5	
		More than 3 Qualified Professional Engineers registered with ECSA	10	
Technical approach	Provide methodology and technical approach to demonstrate alignment with project scope and risk mitigation strategies	No submission, inadequate methodology provided	0	15
		Incomplete technical approach and methodology provided which is aligned only to the scope of work and does not cover risks associated with the work.	5	
		Detailed technical approach and methodology is provided that is aligned to the scope of work and highlights the risk/s of the work and mitigation strategies	10	
TOTAL				**40**

9. REFERENCE LETTER TEMPLATE

REFERENCE LETTER

Referee Letterhead

Referee Legal Name:			
REFERENCE ON COMPANY:			
RFP Number:	iLABS/RFP2025/26:07		
RFP Description: **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE DESIGN, PROCUREMENT, CONSTRUCTION MONIITORING AND COMMISSIONING OF A NEW | GAS STORAGE AND RETICULATION SYSTEM AT iThemba LABS IN FAURE, CAPE TOWN.**			
Describe the service/work the above bidder provide to you below:			
Criteria / risks	**Below requirements**	**Meets requirements**	**Exceeds requirements**
Customer satisfied with the service			
On time completion of project			
Competent staff executing the project			
Management of costs			
Project management			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			❑ YES ❑ NO
Completed by:			
Signature:			

Company Name:		
Contact Telephone Number:		
Date:		

10. SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS

SERVICE PERFORMANCE LEVELS (MANDATORY)	
Service being Measured	**Penalty where minimum levels are breached**
Detailed design	As stipulated GCC 22
Detailed cost estimate	As stipulated GCC 22
Detailed work plan and project schedule	As stipulated GCC 22
Tender documentation	As stipulated GCC 22
Contract administration: • Monthly financial progress reports Measurement of work on site and certification of progress payments upon requests from contractors	As stipulated GCC 22
Final accounts and certification	As stipulated GCC 22

11. GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

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

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

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

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

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

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

STANDARD BIDDING DOCUMENT (SBD) 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender (B-BBEE	Number of points allocated	Number of points allocated	Number of points claimed	Number of points claimed (80/20 system)

Status Level of Contributor)	(90/10 system) (To be completed by the organ of state)	(80/20 system) (To be completed by the organ of state)		(90/10 system) (To be completed by the tenderer)	(To be completed by the tenderer)
1	10	20			
2	9	18			
3	6	14			
4	5	12			
5	4	8			
6	3	6			
7	2	4			
8	1	2			
Non-compliant contributor	0	0			

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

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

…….
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: …….
DATE: ……
ADDRESS: ……
……
……

12. CONTRACT MANAGEMENT

1. Contract Management

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

2. Contract Manager

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

3. Contract Communication

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

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

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

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

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued and the Project Leader must complete a B52 (Request for Order). The detailed quotation together with the signed B52 must be submitted to Supply Chain Management Office for processing.

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

4.3. Such purchase order has the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

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

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

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

5.1. Incidental services are specified in the incidental services clause

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

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

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

7. Performance Management

7.1. The NRF measures performance throughout the contract life.

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

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

13. 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.~~

14. BID SUBMISSION CERTIFICATE FORM

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

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

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

<table>
<tr><td>Invitation to Bid</td><td>Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</td></tr>
<tr><td rowspan="2">Bidder's responses to this invitation as attached to this document</td><td>Pricing Schedule(s) including detailed schedules attached</td></tr>
<tr><td>CSD / Tax clearance letter</td></tr>
<tr><td colspan="2">Bidder's Disclosure (SBD4);</td></tr>
</table>

		Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement (SBD6.1) and the BBBEE certificate
		Conditions of contract as set out in this document (GCC)
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.	
	I confirm that I am duly authorised to sign this offer/ bid response.	

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	