

## REQUEST FOR PROPOSAL (RFP)

Bidders Name: .....

<b>RFP Number:</b>	iLABS/RFP2024/25:03
<b>RFP Description:</b>	Appointment of a service provider to provide routine preventative and corrective maintenance of foodservice equipment for a 36-month period on an as and when required needs basis to NRF iThemba LABS, Old Faure Road Faure, Cape Town.
<b>Date of Issued:</b>	26 April 2024
<b>Site Location:</b>	NRF iThemba LABS Old Faure Road Faure Cape Town South Africa
<b>Closing Date:</b>	10 May 2024
<b>Submission of RFPs</b>	<b><a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a> (Proposals / quotations must be sent via email only)</b>
<b>For More Information (Technical):</b>	Elizma van Zyl <a href="mailto:e.vanzyl@ilabs.nrf.ac.za">e.vanzyl@ilabs.nrf.ac.za</a> Tel: 021 843 1377

<b>For More Information (Supply Chain Management):</b>	Khanyisa Maqwara <a href="mailto:scm2@tlabs.ac.za">scm2@tlabs.ac.za</a> Tel: 021 843 1379
<b>Date Goods/Service Required:</b>	As and when required
<b>Validity from Closure Date:</b>	90 Days
<b>Awarding of Proposal date:</b>	End May 2024
<b>Preferential Procurement System Applicable:</b>	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 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.

## 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

The Business Administration and Finance Department is responsible for this RFP.

## 3 INVITATION FOR PROPOSAL

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

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

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

The purpose of this RFP is to invite proposals for the appointment of a service provider to provide routine preventative and corrective maintenance of foodservice equipment for a 36-month period on an as and when required needs basis to NRF/iThemba LABS, Old Faure Road Faure, Cape Town with the right to cancellation due to non – performance.

#### 4 OBJECTIVES OF Ithemba LABS

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

- iThemba LABS develops and provides to its users Leading-edge Research and Infrastructure Platforms aimed at responding to the needs of the SA research community in sub-atomic science and technology, radio-biology, radio-chemistry and environmental sciences, as well as other disciplines that can benefit from ion beam analysis techniques.
- iThemba LABS to contribute to an Internationally Competitive and Transformative Research System through in-house and collaborative research projects and through growing the production of globally competitive research outputs our training capacity is enhanced, leading to improvement in both quality and quantity of Human Capacity Development (HCD).
- iThemba LABS further contributes to the NSI by growing and enhancing our Radionuclide Production portfolio and service offering for the health and related benefits of the SA community whilst improving cost recovery opportunities.
- iThemba LABS constantly strives to deliver transparent HR/Business/Finance processes (including Health and Safety) in line with the NRF policies in support of the operations and to facilitate Strategic Decision Making
- iThemba LABS offers an extensive range of training programmes, mainly focused on post-graduate training where our research facilities are being utilized.
- iThemba LABS engages in a variety of science outreach programmes aimed at establishing a Scientifically Literate and Engaged Society

#### 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/RFP2024/25:03  
**PART 2:** B-BBEE and other Mandatory Documentation:
- b) Detailed proposal and any additional information must accompany this signed Request for Proposal (RFP).
- c) Pricing must be filled in on this document and can be supported by a separate proposal.
- d) Prices supplied must be fully inclusive of all costs; value added tax, delivery charges and other taxes.
- e) Prices must be in South African currency.
- f) Price summary supplied in this document is firm prices.
- g) 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>		
Please Tick Applicable		
<b>Valid B – BBEE Certificate / Sworn Affidavit</b>	<b>O</b>	<b>YES/NO</b>
<b>CSD (Central Supplier Database) Proof of Registration (<a href="http://www.csd.gov.za">www.csd.gov.za</a>)</b>	<b>M</b>	<b>YES/NO</b>
<b>Complete and sign Bidder’s Disclosure (SBD 4)</b>	<b>M</b>	<b>YES/NO</b>
<b>Complete and sign Preference Points Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)</b>	<b>O</b>	<b>YES/NO</b>
<b>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.</b>	<b>M</b>	<b>YES/NO</b>
<b>FUNCTIONALITY EVALUATION DOCUMENTS (Yes/No Evaluation)</b>		
Attach CV and Certificate of the Suitable Qualified Electrical Equipment Artisan Employed by the Service Provider indicating at least one (1) year experience working with gas equipment. (Please note that should a certificate of compliance be required, it must be issued by an experienced SAQCC Licensed person)	<b>M</b>	<b>YES/NO</b>
Proof of Service provider’s Workshop within a 40km radius of iThemba LABS where Defective Equipment can be taken in for Repairs if Repairs cannot be done on Site (Such as utility bill of workshop/premises) Site inspection may be conducted.	<b>M</b>	<b>YES/NO</b>
Proof of vehicle owned by the service provider to travel to site and transport equipment/ tools/ parts/ materials to conduct the scope of work.	<b>M</b>	<b>YES/NO</b>
Three (3) Written Trade References of Similar Work Done with Contact Details.	<b>M</b>	<b>YES/NO</b>

## 1.2 Proposal Submission

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

RFP No : iLABS/RFP2024/25:03

Description: Appointment of a service provider to provide routine preventative and corrective maintenance of foodservice equipment for a 36-month period on an as and when required needs basis to NRF|iThemba LABS, Old Faure Road Faure, Cape Town.

Closing Date and Time: 10 May 2024

Closing Address: [Refer to section 2.1]

## 1.3 Delivery Instructions for Bids

1.3.1 Submit via Email to [scm2@tlabs.ac.za](mailto:scm2@tlabs.ac.za)

1.3.2 Please note that this RFP closes punctually at 11:00 am on 10 May 2024. No late bids will be accepted.

1.3.3 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.

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

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

1.3.6 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.

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

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

1.3.9 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.

## 1.4 Awarding of Request for Proposal and Appointment of Bidder

1.4.1 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.

1.4.2 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.

## 1.5 Evaluation Process

### 1.5.1 Evaluation of proposals:

All proposals will be evaluated by an evaluation team and SCM for administrative compliance, Technical/Mandatory Requirements (if applicable), 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.

### 1.5.2 Evaluation process will be followed:

- The first phase includes evaluation of administrative requirements and technical criteria.
- The second phase includes the evaluation of price and B-BBEE status.  
Pricing Proposals will only be considered after the technical phase has been adjudicated and accepted.
- Preference points system:

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. **If all bids received are more than R 1 Million, the proposal will be cancelled and re-issued.**

## 1.6 Pricing Proposal:

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

### 1.6.2 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

## 1.7 Appointment of Bidder

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

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

## 1.8 Communication

### 1.8.1 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.

### 1.8.2 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.

### 1.8.3 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.

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



1.8.5 If all bids received are more than R 1 000 000.00, this request is automatically cancelled

## SECTION 2: BACKGROUND

### 2.1 Background

Appointment of a service provider to provide routine preventative and corrective maintenance of foodservice equipment for a 36-month period on an as and when required needs basis to NRF/iThemba LABS, Old Faure Road Faure, Cape Town to ensure hygienic integrity and optimal functioning. This may include thorough inspection, testing, repairs, replacement of parts and routine maintenance/service of every component of such equipment in compliance with the requirements of South African National Standards (SANS)10049:2019 and SANS 14159:2006.

The preventative and corrective maintenance of equipment shall be conducted by suitably qualified and trained personnel who are equipped with the correct tools, maintained in an appropriate hygienic state. The successful bidder should also have workshop space for out of premises repairs, should it be required. Maintenance activities shall not cause any form of contamination to food-contact surfaces or food.

## SECTION 3: SPECIFICATIONS

### 3.1 DETAILED SCOPE OF WORK / SPECIFICATIONS

#### 3.1.1. Compliance with National Legislation and Standards

The successful bidder must, in performance of work under this contract, fully comply with all applicable legislation (Acts and their regulations) and South African National Standards (SANS).

#### 3.1.2. General Specifications

**3.1.2.1.** 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.

**3.1.2.2.** The contractor must ensure that all work performed and/or equipment and tools used on site during the routine service, inspection, testing, repair and maintenance process will be conducted within strict accordance and compliance with the requirements of the Occupational Health and Safety Act (OHSA, ACT 85 of 1993 and its regulations) and iThemba LABS' Safety Requirements.

**3.1.2.3.** 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.

- 3.1.2.4. Prior to commencement of any work the contractor needs to complete an Indemnity form and the iThemba LABS Contractual obligations form.
- 3.1.2.5. The contractor must avail themselves to attend a Contractors Health and Safety induction prior to commencement of any works.
- 3.1.2.6. The contractor will be required to provide all the transport, personnel, equipment and spare parts necessary to carry out maintenance services and repairs as specified.
- 3.1.2.7. All work to be conducted by competent and reputable technicians.
- 3.1.2.8. The service provider must be able to prove compliance of equipment to all applicable regulations after repair and deem the equipment to be reasonably safe when properly used.
- 3.1.2.9. The successful contractor shall guarantee any work performed: Electrical components used three (3) months and new parts supplied for six (6) months or as per mutual agreement.

### 3.1.3. Additional Works/ Incidental Services/ Third-Party Services/ Spares/ Materials

- 3.1.3.1. Prices quoted/charged by the service provider for additional works/ incidental services/ third-party services/ spare parts/ components and materials, shall be agreed upon before commencement of works between the service provider and iThemba LABS
- 3.1.3.2. Such prices quoted/ charged shall be market related and not exceed the prevailing rates charged to other parties by the service provider for similar services.
- 3.1.3.3. As specified, the service provider may be required to source/provide spare parts and materials for additional works/repairs to restore optimal function.
- 3.1.3.4. The parts and materials required to perform the repairs will generally be provided by the service provider, iThemba LABS is not expected in any to supply parts as part of this contract.
- 3.1.3.5. In general, parts supplied by the service provider must be new and must conform to the original equipment manufacturer's specifications. Service provider must notify iThemba LABS if a "non-genuine" or "second-hand" or "custom-made" spare part is utilized for a repair.
- 3.1.3.6. All parts/spares and materials to be SABS approved and guarantee to be given in writing, as previously specified, by the service provider after completion of the repairs. No substandard work will be accepted.
- 3.1.3.7. In case of repairing the equipment out of the premises at the supplier's workshop or a third-party workshop, the service provider must make all arrangements, including providing packing of equipment as is required to prevent its damage and deterioration during transit to destination.
- 3.1.3.8. In this case **the quoted price for additional works must include for transportation** to the workshop and back to iThemba LABS.
- 3.1.3.9. In the case of sourcing such third-party services the successful supplier will provide a quotation prior to commencement of third-party works. Such quotation will then include cost of travel, transport of equipment/components of equipment, labour and parts of all parties concerned.

### 3.1.4. Routine (Preventative) and Corrective (Repairs) Maintenance

- 3.1.4.1. iThemba LABS clean and sanitize external, reachable and removable parts of equipment regularly. Build-up of grime, dust, and other particles can cause equipment failure. The internal parts and components must be routinely evaluated by a professional skilled technician to clean and look for worn parts before system failure happens. Parts of commercial equipment wear out after years of use and therefore worn, broken or noisy parts will require replacement to ensure optimal functioning and prevent untimely failure.

**3.1.4.2.** The successful service provider may also be called upon to inspect and undertake repair work on equipment upon failure or malfunction.

**3.1.4.3.** The scope of work shall include, but is not necessarily limited to the equipment listed in **table 1A**.

**3.1.4.4.** Routine inspection, maintenance and testing as per manufacturers guidelines to ensure safe and optimal functioning and to prevent minor issues from developing into serious problems includes, but is not limited to:

- ✓ Check & record pressures
- ✓ Lubricate as necessary
- ✓ Determine the required safety integrity level (earth continuity test, insulation test, touch voltage, safety and controls devices inspection, guard doors inspection, ingress protection inspection)
- ✓ Perform a full functionality and performance test (including controllability of buttons)
- ✓ Inspect fan assembly
- ✓ Check if all safety/warning signs are visible for the user
- ✓ Check lights
- ✓ Inspect & clean burners
- ✓ Inspect & clean pilots
- ✓ Inspect condition of electrical cables and their connections
- ✓ Check & calibrate T-stat
- ✓ Calibrate scales
- ✓ Calibrate thermometers
- ✓ Inspect motors
- ✓ Inspect stones
- ✓ Inspect flues
- ✓ Inspect bushings
- ✓ Inspect for vibration
- ✓ Check water filters
- ✓ Clean condensers & coils
- ✓ Inspect Gaskets
- ✓ Check for leaks
- ✓ Check & clean drains
- ✓ Gas leak detection
- ✓ Issuing of certificate of compliance as applicable to electrical and gas equipment must be issued by an experienced SAQCC Licensed person when required.

**3.1.4.5.** Typical repair work to be undertaken by the contractor will include, but shall not be limited to:

**3.1.4.6.** General repairs:

- ✓ Fault finding
- ✓ Removal and replacement of general components
- ✓ Repair of certain components
- ✓ Sharpening of blades

**3.1.4.7.** Major repairs

- ✓ Sourcing and replacement of spare parts and materials
- ✓ Major repairs to certain components (such as restoration of cast-iron and grid surfaces)
- ✓ Transport of equipment (or its components) for off-site repairs at the service providers' workshop
- ✓ Sourcing of repairs at manufacturers' or other third party's workshop, including transport of equipment (or its components) to and from the workshop.

- 3.1.4.8. Before commencing with a repair, the Service provider shall, where possible, make every endeavour to determine the cause of a failure and then proceed to rectify such cause before allowing the repaired plant to continue operating.
- 3.1.4.9. The service provider is required to quote a fixed call-out fee, for travel to site and labour per hour for routine preventative maintenance or to determine the cause of the failure of the equipment. Billing must be for actual number of times travelled to site and actual labour hours spend on the job. The details of the hours spend and travel to site must be stipulated in the maintenance report as described in **section 3.1.5**.
- 3.1.4.10. **Should routine maintenance indicate that additional work, incidental services, replacement of parts or out of premise work are required, the service provider shall notify iThemba LABS in separate writing of the nature and cost of the required work/ repairs/ parts/ materials/ labour/ travel/ transport to establish optimal function and iThemba LABS will then decide on what course of action to take.**
- 3.1.4.11. **If the work involved in rectifying the cause of the failure is extensive, the Service provider shall notify iThemba LABS in separate writing of the nature and cost of the required work/ repairs/ parts/ materials/ labour/ travel/transport to establish optimal function and iThemba LABS will then decide on what course of action to take.**
- 3.1.4.12. The service provider shall receive an official order request as notification to continue with the said additional work/repairs/parts/materials/labour/travel.
- 3.1.4.13. iThemba Labs will accept no responsibility for unauthorized repairs made to the equipment by the service provider. Please refer to **figure 1** for a conceptual framework of ordering and documentation procedures.

**Table 1 A:** List of foodservice equipment that may require routine and corrective maintenance.

DESCRIPTION	MODEL	GAS / ELECTRIC
Hood Type Dishwasher	Comenda PCO-7	E
Hobart Mixer	Hobart D 300	E
Blodgett Convectional oven	Unclear	E
Gas/electric stove	Lofra	G/E
Imperial gas stove/oven	Imperial	G
Unox combi-steamer oven	5-pan MOD: XV33G	E
Tilting Frying pan	Aloe, Cast iron pan	E
Household Dishwashers	Unclear	E
RHENINGHAUS MONDIAL SLICER-350MM	MONDIAL 300-350	E
Skymesen Potato Peeler	DB-10	E
Heated Cabinet	Unclear	E
Anvil Chip Fryer	Anvil 1 x 20 lit, electric	E
Igloo refrigerated display	Gastroline Cube 1.3W Wysoki 1380	E
Baine-Marie with hot closet	Unclear	E
Hydroboil	Zip 7.5lit	E
Sharp Microwave oven	1000W/ R-21ATL	E
Robot Coupe Bowl Cutter	R2 2.9 lit	E
Kitchen Aid Mixer	5KPM5	E
Anvil Sandwich press	12 slice, smooth plates TSA1212	E
Chip press - manual	Unclear	E
Anvil Deep fat fryer x 2	FFA0001	E

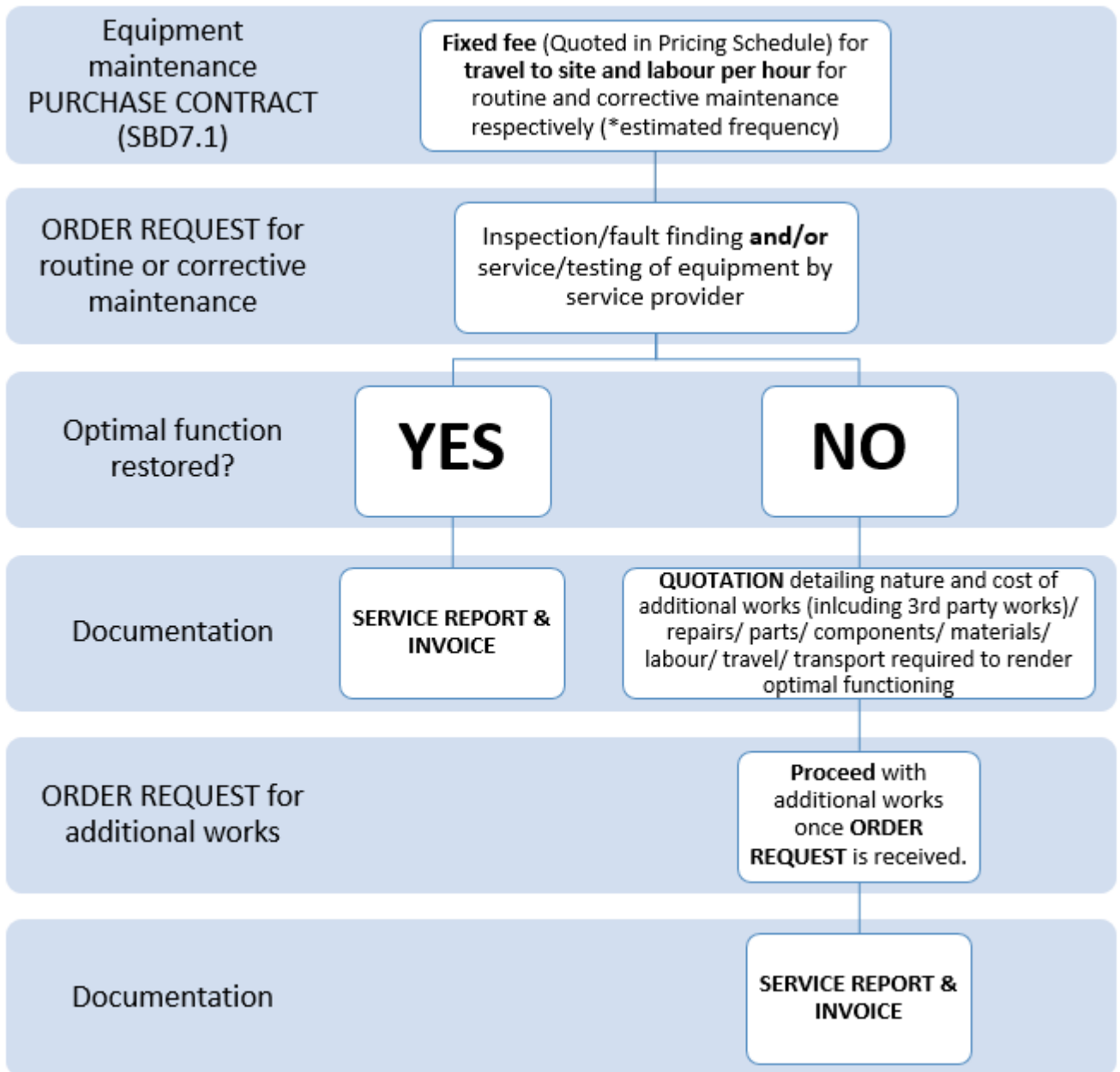
Baine Marie Mobile x 3	Unclear	E
Robot coupe stick blender	Mini MP	E
Digital Platform Scale	Teraoka Digital Computing Scale DS-708 30 kg	E
Digital Platform Scale	Kubota Model KA-10-150A	E
Electric Knife sharpener	Diamond Stone	E
Coffee brewing machine	12 cups/ 1.9 lit ISO NOVO system th	E
Anvil Soup Kettle	Unclear	E
Impulse Sealer	Hongzhan KS-300	E
Anvil Axis Wrapping machine	Unclear	E
Urns x 3	Unclear	E
Bread slicing machine	Unclear	E
Seko Drain Plus Pump	Unclear	E
Industrial fans x 3	Unclear	E
Pizza prep unit	TBC	E
Upright double door industrial freezers	TBC	E
Grill top fryer	TBC	E
Other foodservice equipment as acquired during canteen refurbishment	TBC	G/E
Gas leak detectors	TBC	
Gas supply pipeline maintenance	TBC	

### 3.1.5. Maintenance of records

**3.1.5.1.** Accurate and detailed record to be submitted of all work executed and materials used for each piece of equipment during the contracted period. **Such report shall be submitted with the invoice and shall include the following as applicable to the job:**

- Date of service
- Purchase Agreement Number
- Name of technician conducting the job
- Number of trips to site
- Hours worked
- Faults detected
- Materials and parts used
- Test results
- Declaration of conformity or notes regarding condition
- Recommendations regarding next preventative maintenance date
- Recommendations for write-off/ replacement

These records form part of statutory inspections and determine repair or maintenance history and guarantee of each equipment. They must, therefore, be correctly filed and delivered to iThemba LABS for periodic review by both the GMR2 and RSHEQ.



**Figure 1:** Conceptual framework for routine(preventative) and corrective(repairs) maintenance

3.2 PRICING SCHEDULE

No.	Description	Quantity	Price per Item inclusive of VAT			Total Cost inclusive of VAT		
			Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	<b>CALL-OUT Travel to site</b> (to service/ inspect/ repair equipment and provide quotation for further works if applicable)	12						
2	<b>CALL-OUT Labour cost per hour</b> (for servicing/ inspecting/ repairing equipment and providing quotation for further works if applicable)	36						
<b>Sub – Total inclusive of VAT</b>								
<b>GRAND TOTAL inclusive of VAT:</b>								
3	<p><b>Terms of cost of additional works/ incidental services and spare parts/ components/ materials as specified:</b>            Prices quoted/ charged by the service provider for spare parts/ components/ materials and additional works/ incidental services shall be agreed upon in advance between the service provider and iThemba LABS, and shall be <u>market related</u> and not exceed the prevailing rates charged to other parties by the service provider for similar services.  <b>A provisional (undisclosed) budget for spare parts and additional works will form part of this contract.</b></p>							



**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>Referee Legal Name</b>
---------------------------	---------------------------

**REFERENCE ON COMPANY:**

**Bid Number:**

**Bid Description:**

**Appointment of a service provider to provide routine preventative and corrective maintenance of foodservice equipment for a 36-month period on an as and when required needs basis to NRF|iThemba LABS, Old Faure Road Faure, Cape Town.**

Describe the service/work the above bidder provide to you below

Criteria	Needs improvement	Meets requirements	Exceeds requirements
Quality of service			
Turnaround times (call-out to restoration of optimal function)			
Documentation (quotations, service reports, invoices, statements)			
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:		
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**SPECIAL CONDITIONS FOR MANAGING THE CONTRACTUAL OBLIGATIONS**

The bidders are expected to provide a monthly statement of Disposal Services Rendered, indicating collection dates, order numbers, invoice details, payments received and outstanding balances.

**SERVICE PERFORMANCE LEVELS (MANDATORY)**

Service being Measured	Measurement	Penalty trigger level
Capacity	Time from order request to inspection/service	Within 48hours of request
Capacity	Time from inspection to quotation for additional works	Within 3 working days
Capacity	Time from order request for additional works	Within 30 (or as mutually agreed upon) days to allow for ordering of parts
Quality of service	Skills and parts available to conduct job, optimal functioning restored	Specifications are not met. Poor workmanship
Documentation	Maintenance report submitted as specified	Within 5 working days of job completion
Documentation	Invoice submission	Within 5 working days of job completion

**SERVICE PERFORMANCE LEVELS (MANDATORY)**

Service being Measured	Penalty where minimum levels are breached
Capacity	As stipulated on GCC 22.1
Quality of service	As stipulated on GCC 22.1
Documentation	As stipulated on GCC 22.1

**GENERAL CONDITIONS OF CONTRACT FOR PERFORMANCE MANAGEMENT**

GCC22	<b>22. Penalties</b>
	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.
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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 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**

4

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.

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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.

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

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.  
I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

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:

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

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 Status Level of Contributor)	Number of points allocated (90/10 system)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)

	(To be completed by the organ of state)		(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		

**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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**1. Contract Management**

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

**2. Contract Manager**

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

**3. Contract Communication**

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

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

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

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

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

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

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

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

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

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

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

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

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

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

**7. Performance Management**

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

**CONTRACTED BIDDER**

**8. Managing the Contract**

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

**9. Contract Manager**

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

**10. Communication**

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

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

- 11.1. Where different stages apply, the contracted party communicates in writing the

	<p>commencement of the stage to the NRF.</p> <p><b>12. Health and Safety Requirements</b></p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p>
<b>BID SUBMISSION CERTIFICATE FORM</b>	
	<p>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.</p>
	<p>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.</p>
	<p>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</p> <ul style="list-style-type: none"> <li>• Invitation to Bid</li> <li>• Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</li> <li>• Bidder's responses to this invitation as attached to this document</li> <li>• Pricing Schedule(s) including detailed schedules attached</li> <li>• CSD / Tax clearance letter</li> <li>• Bidder's Disclosure (SBD4);</li> <li>• Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022 (SBD6.1) and the BBEE certificate</li> <li>• Conditions of contract as set out in this document (GCC)</li> </ul>
	<p>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</p>

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 and SBD6.1) 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	