



**National  
Research  
Foundation**

## **Invitation to Quote**

**YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS LISTED IN THIS DOCUMENT**

**Quote Number NRF/SAIAB 35-2024**

### **SHORT DESCRIPTION OF REQUIREMENT**

Appointment of a panel of qualified and experienced service contractors for general building maintenance services and minor works to buildings on a needs basis for a period of 6 months

## INVITATION TO QUOTE (SBD 1A)

Quote Number

NRF/SAIAB 35-2024

Closing Date and Time (as per NRF systems)

27 November 2023 at 11:00

### HIGH LEVEL SUMMARY OF REQUIREMENTS

The South African Institute for Aquatic Biodiversity (SAIAB) seeks to appoint a panel of qualified and experienced service providers/contractors for general building maintenance services and minor works to buildings on a needs basis for a period of 6 months.

The services of successful Bidders will be used on a rotational basis with special focus on availability and capability based on the nature of the work to be done.

### RESPONSE DOCUMENTS ARE DELIVERED TO:

#### EMAIL DELIVERY AS FOLLOWS:

Quotations can be delivered by email before the closing date and time to: [bids@saiab.nrf.ac.za](mailto:bids@saiab.nrf.ac.za)

ONLY PDF DOCUMENTS ARE ACCEPTABLE

Bidding procedure enquiries may be directed in writing to:

Technical information may be directed in writing to:

Section	SCM	Section	Technical
Contact person	Mr Nkosi Khuzwayo	Contact person	Mr Francois Lamont
E-mail address	<a href="mailto:nc.khuzwayo@saiab.nrf.ac.za">nc.khuzwayo@saiab.nrf.ac.za</a>	E-mail address	<a href="mailto:FE.lamont@saiab.nrf.ac.za">FE.lamont@saiab.nrf.ac.za</a>

## SUPPLIER INFORMATION

**Name Of Bidder**

**Postal Address**

**Street Address**

**Telephone Number**

Code

Number

**Cell Phone Number**

Code

Number

**Facsimile Number**

Code

Number

**E-Mail Address**

**VAT Registration Number**

**Tax Compliance Status**

Tax Compliance System PIN

**OR**

Central Supplier Database No.

MAAA

**B-BBEE Status Level Verification Certificate**

Tick Applicable Box.

Yes  No

**B-BBEE Status Level Sworn Affidavit**

Tick Applicable Box.

Yes  No

**[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE]**

**Are you the accredited representative in South Africa for the goods /services/works offered?**

Yes  No  
If yes enclose proof

**Are you a foreign-based supplier for the goods/services/ works offered?**

Yes  No  
If yes, answer the questionnaire below

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below.

## TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

### 1. BID SUBMISSION:

1.1	Bids must be submitted by the stipulated time to the correct email address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official forms provided or in the manner prescribed in the bid document.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.
1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
2.4	Bidders may also submit a printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

### 3. VALIDITY PERIOD FROM DATE OF CLOSURE

60 days

### 4. BRIEFING SESSION OR SITE VISIT DETAILS

<b>Attendance:</b>	Not applicable
<b>Date and Time:</b>	Not applicable
<b>Venue:</b>	Not applicable
<b>Address:</b>	Not applicable
<b>Contact Person:</b>	Not applicable

### 5. THE BIDDING SELECTION PROCESS

<b><u>Stage 1 – Compliance to submission requirements</u></b>	Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document.
<b><u>Stage 2 – Evaluation of Bids against Technical Specifications</u></b>	<b>Bidders achieving the minimum threshold in the specification to enter the Price/Preference scoring stage:</b>
<b><u>Stage 2A – Evaluation of Bids against Specifications including Quality</u></b>	The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set out in this document.
<b><u>Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications</u></b>	Where circumstances justifies it, the NRF conducts interviews with shortlisted bidders for them to present further

## TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage.

### Stage 2C – Due Diligence Research

The National Research Foundation confirms the recommended bidder(s)'s reference letters with referees to confirm the recommendation(s).

### Stage 3 – Price/Preference Evaluation

#### Basis of fair competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".

#### Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

### Stage 4 – Checking Tax Compliance

#### Stage 4A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

#### Stage 4B – Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.

### Stage 5 – Award and Contract Signing

The NRF nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

## **6. ACKNOWLEDGEMENT OF READING EACH PAGE**

The bidder warrants by signature in this document that the bidder has read and accepts each page.

## **7. CENTRAL SUPPLIER DATABASE REGISTRATION**

Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.

## **8. CLARIFICATION**

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation does not provide the origin of the request to any party.

## **9. RESPONSE PREPARATION COSTS**

The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

## **10. COLLUSION, FRAUD AND CORRUPTION**

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

### 11. FRONTING

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

### 12. DISCLAIMERS

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in connection therewith.

### 13. CANCELLATION OF THE QUOTATION PRIOR TO AWARD

**Procurement not required:** The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.

**No Acceptable Quotations:** The NRF cancels the Quotation Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

**Invalid Bid Procedure:** The NRF cancels the Quotation Invitation prior to making an award if a material irregularity occurred in the bid process.

**Insufficiency of Funds at date of Award:** The NRF cancels the Quotation Invitation prior to making an award if the funds are no longer available to cover the total estimated contract value at the date of the evaluation.

**Quoted Prices are within a fair price range:** The NRF cancels the Quotation Invitation where the offered price is defective as being too low or too high to the identified fair price range. The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the offer price. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation and no other component. The NRF starts negotiation with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

## SBD 1 SIGNATURE

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SIGNATURE OF BIDDER:**

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

(Proof of authority must be submitted e.g. company resolution)

**DATE:**

## SCOPE OF WORK

### INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998, establishes the National Research Foundation (“NRF”) as the juristic person that makes this bid invitation and will contract with the awarded bidder. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

The **South African Institute for Aquatic Biodiversity (SAIAB)**, based in Makhanda formerly known as Grahamstown, Eastern Cape, is a **National Research Facility of the National Research Foundation**, a public entity, established in terms of the National Research Foundation Act No. 23 of 1998. SAIAB is an internationally recognised centre for the study of aquatic biodiversity.

### CONTEXT OF THIS PROCUREMENT

The South African Institute for Aquatic Biodiversity invites quotations from qualified and experienced service providers for the provision of maintenance services: General building maintenance work, painting, tiling and paving, carpentry, brick laying, water proofing, partitioning/dry walling, roof and ceiling installations and repairs, basic plumbing at the premises in Somerset Street, Grahamstown and in 18a Gill St, Observatory Johannesburg.

### CONTRACT PERIOD

The contract period for this bid contract is six (6) months

### DETAILED SPECIFICATION

- The following are some of the maintenance services that may be required but not limited to below list:
  - General Building maintenance work
  - Painting
  - Tiling & Paving
  - Carpentry
  - Brick laying
  - Waterproofing
  - Partitioning/dry walling
  - Roof and Ceiling installation/repairs
  - Basic plumbing
- Bidders must have experience in one or more of the above and must indicate their areas of experience/specialization in Annexure 1.
- The Bidders must be a qualified Building Contractor registered with the Construction Industry Development Board (CIDB) with a Grade 1GB grading.
- The bidders must have experience in providing building maintenance services.
- The Bidders must have knowledge of basic plumbing works.
- The Bidders must have the capacity to source maintenance spare parts and items.
- The Bidders must have an office in the Eastern Cape and/or Gauteng Provinces so as to respond to maintenance emergencies within 12 hours.
- The Bidders will be required to provide a completion certificate for each job.
- Supplier Performance Management is a critical component in ensuring value for money acquisition and maintaining supplier relations. The supplier’s performance will be monitored by the purchaser on an ongoing basis.
- Staff deployed by the Service Provider shall perform their duties at the premises with due diligence and take all

precautions to avoid any loss or damage to the property and personnel.

- Contract works and public liability insurance will be effected by SAIAB, and all other insurance cover should be arranged by the Bidders.
- The Bidder must list the SAIAB office location and service/s they provide: Annexure 1
- The Bidders will be required to comply with Health and Safety regulations. Please complete Annexure 2 and return it with the bid.
- The bidders must have financial capacity to source maintenance spares and items.

**NB:**

- For this panel, three (3) highest scoring and compliant bidders in terms of price and preference will be placed on the panel. The services of successful Bidders will be used on a rotational basis with special focus on availability and capability based on the nature of the work to be done.

**DRAWINGS ATTACHED AS ANNEXURES**

Annexure 1: Bidder's Area of Expertise and SAIAB location

Annexure 2: NRF/SAIAB Health & Safety Specification and Occupational Health and Safety Act 37(2) Mandatory Agreement



## SETS OF QUOTATION DOCUMENTS REQUIRED

**Number of ORIGINAL bid documents for contract signing** 1

Bidders must submit the above number of documents to SAIAB by email in PDF format. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents..

## RETURNABLE DOCUMENTS REQUIRED

The bidder is to complete this table and to supply the necessary page references to the supporting documentation. **A bidder failing to adequately meet the below requirements may be disqualified.**

<b>Legislative/Technical Documents</b>	<b>Compliance</b>
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(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<b><u>Bidder Eligibility</u></b>			
Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6
Bidder Disclosure (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 16
Preference Points Claimed (SBD 6.1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 19
Tax compliance status of foreign suppliers with tax obligations in South Africa.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 3
<b><u>Selection Criteria</u></b>			
Letter of good standing. The appointed contractors will be required to submit a safety plan according to annexure 2.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Three contactable references contact details from clients relevant to this bid indicating that the services provided meet requirement.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 23
Proof that bidding company has a minimum of 2 years in the building maintenance industry experience. (Bidder must provide copy of company profile and provide evidence of the building maintenance experience).	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
CIDB Grade 1 GB. Please provide proof.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The bidder must have office/s located in the Eastern Cape and/or Gauteng Provinces (Provide latest Municipal Account Statement or Lease Agreement as proof)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b><u>Price Offered Documents</u></b>			
<b>Compliance</b>			
Pricing (SBD 3) in this document to be completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 12
Detailed pricing schedules and supporting documents	<b>O</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	Fully completed Procurement Invitation (SBD 1) including all documents in the Bidder Eligibility section, and signed Bid Submission Certificate form.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Returnable Documents' Bidder Eligibility section on page 9	
2	Letter of good standing. The appointed contractors will be required to submit a safety plan according to annexure 2.	<input type="checkbox"/> YES <input type="checkbox"/> NO		
3	Three contactable references contact details from clients relevant to this bid indicating that the services provided meet requirement.	<input type="checkbox"/> YES <input type="checkbox"/> NO		
4	Proof that bidding company has a minimum of 2 years in the building maintenance industry experience. (Bidder must provide copy of company profile and provide evidence of the building maintenance experience).	<input type="checkbox"/> YES <input type="checkbox"/> NO		
5	CIDB Grade 1 GB. Please provide proof.	<input type="checkbox"/> YES <input type="checkbox"/> NO		
6	The bidder must have office/s located in the Eastern Cape and/or Gauteng Provinces (Provide latest Municipal Account Statement or Lease Agreement as proof)	<input type="checkbox"/> YES <input type="checkbox"/> NO		

## SBD 3.1: PRICING DETAIL

### Pricing Special Conditions

1	<b>Pricing Schedule:</b> In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract with the exception of any price adjustments authorised in the Special Conditions of Contract for pricing set out below:
2	<b>Firm Quantities over the Contract Period:</b> The NRF states what firm quantities are required during the current period. The NRF determines the time of delivery during the contract period.
3	<b>Estimated quantities over the Contract Period:</b> The NRF may require further quantities during the current contract period for the reason of future operational requirements where the quantities and timing are not yet known at the date of bid.
4	<b>Ceiling Price Calculation:</b> For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing.
5	<b>Commitment to Contracted Service Provider:</b> The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only. The NRF, when issuing the written purchase order, guarantees that the funding is available . and/or with the actual quantity and time of delivery being determined when such quantities are needed..
6	<b>Commitment of funding to the Contract:</b> The NRF, when issuing the written purchase order under the contract , guarantees that the funding is available for that purchase order.
7	<b>Placement of written purchase orders for actual quantities ordered:</b> The NRF manages the execution of this contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as set out in this contract - for the contracted supplies.
8	<b>Price Adjustments:</b> In terms of <u>General Conditions of Contract clause 17.1</u> , the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u> . <b><u>Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.</u></b>
9	<u>Price quoted</u> is South African Rands in terms of General Conditions of contract clause 16.4
10	<u>Price Basis</u> Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1, and 32.2.
11	<u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point. Delivery points are: <i>SAIAB, Somerset Street, Grahamstown; and</i> <i>SAIAB, 18a Gill St, Observatory, Johannesburg</i>
12	<u>Detail Pricing Support:</u> Detailed information e.g. costed bill of quantities is optional where not stated in the price schedule below and is provided as an annexure to the details included in this SBD 3
13	<u>Application of Preference Points:</u> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

## SBD 3.1: PRICING DETAIL

### PRICING SCHEDULE

**No amount of sales is guaranteed, items listed below are for use in pricing comparison. Products/services which will be required over the duration of the contract are dependent on circumstances which cannot be determined in advance and are not restricted to the items and quantities included in the initial purchase. The total value of the contract is limited to R500 000 over the contract period.**

	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	1	Hourly fee for labour for general maintenance work (normal hours)- <b>for one Specialist</b>	Per hour		
2	1	Hourly fee for labour for general maintenance work (normal hours)- <b>for one Apprentice.</b>	Per hour		
3	1	Hourly fee for labour for general maintenance work (normal hours)- <b>for one General Worker.</b>	Per hour		
4	1	Hourly fee for labour for general maintenance work (after hours)- <b>for one Specialist</b>	Per hour		
5	1	Hourly fee for labour for general maintenance work (after hours)- <b>for one Apprentice.</b>	Per hour		
6	1	Hourly fee for labour for general maintenance work (after hours)- <b>for one General Worker</b>	Per hour		
7	1	Painting	Per Square meter		
8	1	Tilling	Per square meter		
9	1	Paving	Per Square meter		
10	1	Brick laying	Per square meter		
The total is determined by multiplying quantity by unit price for all line items (Costs must all be VAT inclusive at all times.)					
<b>TOTAL VALUE OF ABOVE</b>				R	

## GENERAL CONDITIONS OF CONTRACT

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause below the relevant GCC. The National Research Foundation has filed its General Conditions of Contract GCC) on its website (<http://www.nrf.ac.za/procurement/General-Conditions-of-Contract>). These form part of this document's contract conditions. The NRF deems the bidder to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract, listed below, shall prevail over the General Conditions of Contract.

## SPECIAL CONDITIONS OF CONTRACT

- 1 **Implementation Planning and Project Management:** The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation. Special conditions pertaining to project management are listed below (if applicable).
- 2 **Performance verification:** In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.
- 3 **Software Maintenance Service:** The contracted provider, during any paid software maintenance service term, provides software maintenance service for the licensed program(s) which consist of delivering subsequent releases of the program, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the program that are directly attributable to the contract provider, and (b) correct such errors in the next available release, provided the NRF provides the contract provider with sufficient information to identify the errors. The NRF, during the same paid software maintenance service term, is entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, electronic mail, and any digital communication methods with the installation and/or use of the then-current release of the licensed program, including all available bug fixes and patches, and their interaction with the supported hardware and operating systems ("Platforms").
- 4 **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
- 5 **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.
- 6 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.  
  
Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

## GENERAL CONDITIONS OF CONTRACT

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The contracted party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.

The NRF manages the contracted party in his capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

- 7 The contract price is subject to contract price adjustment in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

## MANAGEMENT OF PERFORMANCE LEVELS

1. The Performance Levels are in the table below.
2. The NRF measures the contracted bidder's performance against these in the execution of the contract.
3. The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.
4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
5. If the contracted bidder fails to meet any performance level:
  1. The contracted bidder shall investigate and report on the root causes of the performance level failure;
  2. Promptly correct the failure and begin meeting the set performance levels;
  3. Advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
  4. Take preventive measures to prevent the recurrence of the performance level failure.

## MANAGEMENT OF PERFORMANCE LEVELS

6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

### PERFORMANCE LEVELS STATEMENT

<b>Service/Goods being Measured</b>	<b>Measurement Methodology</b>	<b>Penalty/Bonus and level applicable from</b>
Completion time	According to the time lines specified in the purchase order.	0.05% of the Project cost per calendar day.
On-site technical support	Technician to be dispatched to site within 12 hours of diagnosis of problem.	Poor reflection on contract review – repeat occurrence may result in termination of contract
Conforms with specifications	The completed installation meets the specifications	Termination of the contract.
Equipment, installation and tolerance grades	Compliance to SANS 10400 Building Regulation	Poor reflection on contract review – repeat occurrence may result in termination of contract
Workmanship	Qualified staff under the supervision of a competent foreman	Re-work will be at the cost of the contractor – repeat occurrence may result in termination of contract
Materials and proprietary products used	Must be of new, good quality and meeting the standards and specifications of the building industry. Manufacturer's instructions and specifications strictly applied.	Poor reflection on contract review – repeat occurrence may result in termination of contract

## SBD 4 - BIDDER DISCLOSURE

### 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.

**1. 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

<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.



## SBD 4 - BIDDER DISCLOSURE

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**

1. If so, furnish particulars:

.....  
.....

### 2. **DECLARATION**

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by

<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.

## SBD 4 - BIDDER DISCLOSURE

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.

1. 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

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

1.

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 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

##### 2.

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

**Notes to tenderers: The tenderer must indicate how they claim points for each preference point system. The tenderer must submit Proof of B-BBEE status level of contributor.**

B-BBEE Status Level of Contribution	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.1. Name of company/firm.....

4.2. Company registration number: .....

4.3. 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]

4.4. 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>

## REFERENCE LETTER FORMAT

### Referee Letterhead

**Referee Legal Name:**

**REFERENCE ON COMPANY:**

**Bid Number:**

NRF/SAIAB 35-2024

**Bid Description** Appointment of a panel of qualified and experienced service contractors for general building maintenance services and minor works to buildings on a needs basis for a period of 6 months

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
<i>Professionalism</i>			
<i>Completion times</i>			
<i>Satisfaction with work done</i>			
<i>Availability of spares</i>			
<i>Technology up to date</i>			
<i>Management of costs</i>			
<i>Project management</i>			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

**Completed by:**

**Signature:**

**Company Name:**

**Contact Telephone Number:**

**Date:**

## GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

**The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause. Special Conditions specific to this bid contract are in this document.**

**The National Research Foundation has filed its General Conditions of Contract (GCC) on its website (<http://www.nrf.ac.za/procurement/General-Conditions-of-Contract>). These form part of this document’s contract conditions. Bidders are deemed to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.**

## BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

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

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Quotation Invitation inclusive of any annexures thereto
Bidder’s responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard	
Bidder Disclosure (SBD 4)	
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022, supported by a valid certified BBBEE certificate.	
General Conditions of Contract and special/additional conditions of contract as set out in this document	

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 and 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 (SBD 3, SBD 4, SBD 6.1) is correct and I accept that the NRF may



**BID SUBMISSION CERTIFICATE FORM - (SBD 1)**

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

## ANNEXURE 1: Bidder's area of expertise and location of services

Name of Bidder: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

NB: the Bidder must complete the information set out below in response to the bid document.

The Bidders must clearly indicate (by a tick ✓ next to the relevant item) the services/area of specialisation the bidder is applying for and the SAIAB Office location they are able to service: The bidder can add other services in the list below.

Service	Tick ✓
General Maintenance work	
Painting	
Tiling and Paving	
Carpentry	
Brick laying	
Waterproofing	
Partitioning/dry walling	
Roof and ceiling installations/repairs	
<b>Other services</b> (name below):	

Location	Tick ✓
SAIAB Grahamstown	
SAIAB Johannesburg	

## ANNEXURE 2

### NRF/SAIAB HEALTH & SAFETY SPECIFICATION AND OCCUPATIONAL HEALTH AND SAFETY ACT 37(2) MANDATORY AGREEMENT

**Special Conditions and Protocols to be complied with as part of the Contract with SAIAB. These conditions are subject to the Terms and Conditions of the GCC.**

#### 1. PURPOSE

1.1 The purpose of this document is to:

- 1.1.1 Outline the NRF/SAIAB Health and Safety Specifications and establish an Agreement between the Mandatory and the Client, that being NRF/SAIAB, for a stipulated contract or agreement period for the delivery of services and / or goods.
- 1.1.2 Ensure effective communication of the requirements for the safe work practices to contractor under contract and subcontract to NRF/SAIAB.
- 1.1.3 Ensure better co-ordination and management of Contractors at NRF/SAIAB.
- 1.1.4 Provide guidance of the minimum requirements for the safe systems of work and practices for contractors.
- 1.1.5 Ensure and clarify NRF/SAIAB personnel's different roles and responsibilities with regard to Contractor management.

#### 2. DEFINITIONS

- 2.1 **Mandatory / Mandatories:** Shall refer to Contractors, Sub-Contractors, Agents and their employees.
- 2.2 **OHSA:** Occupational Health and Safety Act, no. 85 of 1993.
- 2.3 **CLIENT:** National Research Foundation (NRF), acting through its National Facility, South African Institute for Aquatic Biodiversity(SAIAB).
- 2.4 **COIDA:** Compensation for Occupational Injuries and Disease Act, no. 130 of 1993
- 2.5 **CONTRACT:** The contracting agreement which governs the deliverables of goods and services between the Client and the Mandatory.
- 2.6 **SHER Department:** Safety, Health, Environmental and Risk Department.
- 2.7 **Zone 1:** An area in which an explosive gas atmosphere is likely to occur in normal operation
- 2.8 **GNR:** Government Notice Regulations
- 2.9 **PPE:** Personal Protective Equipment
- 2.10 **Noise Zone:** any work area where noise levels exceed 85 dB(A) in accordance with the OHSA, Noise-Induced Hearing Loss Regulations, GNR 307 of 7 March 2003
- 2.11 **HIRA:** Hazard Identification and Risk Assessment
- 2.12 **HCA:** Hazardous Chemical Agent

### 3. ROLES AND RESPONSIBILITIES

- 3.1 It is the responsibility of SHER to periodically review the system and the procedure.
- 3.2 It is the responsibility of each person employing / appointing / controlling Contractors to comply with this procedure.
- 3.3 It is the responsibility of the NRF/SAIAB SCM / Project manager / Bid committee to ensure that orders are only placed with Contracting Companies who:
  - 3.3.1 Have a satisfactory safety performance history and Complies with the OHSA.
  - 3.3.2 Have the necessary skills and expertise to carry out the work.
- 3.4 It is the responsibility of the NRF/SAIAB Project manager to clearly define the scope of work to be done.
- 3.5 It is the responsibility of the SHER /Project manager to:
  - 3.5.1 Ensure the Safety file and all the relevant documentation is received and checked
  - 3.5.2 Ensure the Contractor and the Contractor's employees have all received safety induction.
  - 3.5.2 Ensure validity of COID registration and Letter of Good standing
  - 3.5.3 Issue the Contractor with the Contractor Work Permit and ensure all other relevant permits to work are issued before work commences.
  - 3.5.4 Inform the Contractor of hazards likely to affect the health and safety of the Contractor's employees.
  - 3.5.5 Ensure the Contractor and sub-Contractors comply with this agreement.
  - 3.5.6 Do frequent visual inspections/Audits on-site to ensure compliance.
  - 3.5.7 Oversee the wearing of applicable PPE at all times whilst contractors are performing activities at SAIAB' premise.
- 3.6 It is the responsibility of the Mandatory:
  - 3.6.1 Ensuring PPE is provided to contracted employees as identified in the Risk Assessment or method statement
  - 3.6.2 Ensure this procedure are complied with by all his/her employees
  - 3.6.3 Ensure they have the necessary competencies and resources to carry out the work safely and all employees are trained, competent and legally appointed
  - 3.6.4 Ensure fall protection plan when working at heights are in place.
  - 3.6.5 Ensure WI's are available for High-risk work before commencing work.
  - 3.6.6 Ensure method statements is available in accordance to the scope of work.
  - 3.6.7 Ensure a risk assessments (HIRA's) is conducted for all tasks
  - 3.6.8 Ensure the list of Hazardous chemical agent and copies of SDS of HCA's to be used during the contract, are handed in to SHER for review.
  - 3.6.9 Ensure tools and equipment are in good condition and safe to use (where required, on registers e.g. PPE, ladders, scaffolding etc.).

3.6.10 Ensure licenses and permits are available when required.

#### 4. **OHSA 37(2) AGREEMENT**

- 4.1 In terms of this Agreement, the Mandatary shall familiarize him / herself with the working Environment and Premises and that he / she agrees to the Arrangements and Procedures, as prescribed by the NRF/SAIAB, and as prescribed in terms of Section 37(2) of the OHSA, for the purpose of compliance with the OHSA.
- 4.2 The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHSA, whereby all responsibility for health and safety matters relating to the work that the Mandatary and its Employees are to perform on the NRF/SAIAB Premises shall be the obligation of the Mandatary.
- 4.3 The Mandatary further warrants that he and/or the Employees undertake to maintain all necessary compliance with the OHSA. Without derogating from the generality of the above, nor from the provisions of this Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times strictly adhered to by himself and the Employees.
- 4.4 The Mandatary therefore undertakes to ensure that the health and safety of any person on the Premises is not endangered by the conduct and / or activities of the Employees whilst they are on the NRF/SAIAB Premises.
- 4.5 The Mandatary shall be deemed to be an employer in his own right whilst on the NRF/SAIAB Premises. In terms of Section 16(1) of the OHSA, the Mandatary shall ensure that the requirements of the OHSA are complied with by him / herself and/or his/her Chief Executive Officer.

#### 5. **STATUTORY AND NRF/SAIAB REQUIREMENTS**

- 5.1 All Mandatories working within the premises of SAIAB, shall comply with the Regulations of the Occupational Health and Safety Act, No. 85 of 1993 and all other SAIAB requirements.
- 5.2 All Mandatories shall comply with conditions of the Compensation for Occupational injuries and Disease Act, No. 130 of 1993. All Mandatories shall be required to provide a letter of good standing with the Compensation Commission and shall be required to complete the attached form in this document as stated under **Appendices 01**.
- 5.3 All Mandatories shall be required to review, complete and agree to the terms stated in this Agreement before finalization of any contractual agreement between the Mandatary and NRF/SAIAB.

#### 6. **GENERAL REQUIREMENTS**

- 6.1 Where reasonably practicable, a Mandatary shall be required to provide a Safety File with all relevant project and safety information pertaining to the contracted works / project in terms of the OHSA and its relevant Regulations.
- 6.2 Where Sub-Contractors are in use, the Primary Contractor shall also ensure that all Sub-Contractors under their management provide a Safety File / Safety Plan in relation to the works they shall conduct.
- 6.3 A copy of this safety file / plan will be kept with the Mandatary at all times and will be updated throughout the course of the project. The Safety File shall be available at all times for auditing by the NRF/SAIAB Project Manager, SHER Department and any Department of Labour Inspectorate.
- 6.4 All Safety Files / Safety Plans shall, as a minimum requirement, be in line with guideline as stated in this document under **Appendices 02**.
- 6.5 The SAIAB Project Manager, SHER Department and other affected Departments must authorize any work/s which could affect or interfere with any SAIAB activities. This shall be done via the issuing of an NRF/SAIAB **General Works Permit** to all Mandatories.

- 6.6 Mandatories and subcontractors shall be required to attend SHER Induction Training which will be conducted by the NRF/SAIAB SHER Team before commencement of any work.
- 6.7 Mandatories shall stay confined to their area/s of work. Any required deviation must be discussed with the NRF/SAIAB Project Manager and the SHER Department.
- 6.8 A Mandatory shall provide reasonable notification to the NRF/SAIAB Project Manager of any intention to deviate from specified work areas / work plans or requirements to enter into any areas related to the project being performed. The time periods for notification shall be agreed upon between the Mandatory and the NRF/SAIAB Project team members.
- 6.9 The NRF/SAIAB Project Team Members and the SHER Department reserve the right to conduct site inspections at any reasonable time it sees fit to ensure compliance with Contract and Safety requirements. The Mandatory is required to be available and assist during all site inspections.
- 6.10 As per Construction Regulations requirements, Section 7 (1e), Mandatories shall be required to hand over a consolidated version of the Safety File the NRF/SAIAB Project Manager upon completion and sign off contracted works.

## 7. **SITE ESTABLISHMENT AND SAFETY SIGNAGE**

- 7.1 Mandatories will be allowed to establish a work site at the NRF/SAIAB Facility only if provisions are agreed upon.
- 7.2 These areas shall be marked with appropriate signage by the Mandatory.

## 8. **CONSTRUCTION WORKS**

- 8.1 In the case where Construction Work will take place, all Mandatories shall comply with the requirements as stated in the Construction Regulations, GNR 84 of 7 February 2014 in the Occupational Health and Safety Act, No. 85 of 1993.
- 8.2 Mandatories shall be required to submit a detailed Safety File / works plan which will include all Safety programs, Risk Assessments, Legal appointments, equipment and tools lists, Personnel information and details and other relevant project requirements as per Construction Regulations noted in 8.1.
- 8.3 NRF/SAIAB reserve the right to employ the services of a Professional Agent or any other Professional appointment in terms of the Project and Construction Management Professions Act, No. 48 of 2000 and the Construction Regulations, GNR 84 of 2014.

## 9. **PERSONAL PROTECTIVE EQUIPMENT**

- 9.1 All Mandatories shall be equipped with the minimum Personal Protective Equipment (PPE) when conducting work at the SAIAB site:
- 9.2 The Mandatory and/or their appointed representative is responsible for provision of the necessary protective equipment, the training of their employees in the proper use of the equipment and to ensure, where applicable, the equipment is used in its proper context.
- 9.3 The Mandatory shall ensure that all PPE damaged during the course of the employee's duties shall be replaced within 2 hours. The employee shall then be allowed to continue with that operation for which the PPE was required.

## 10. **TOOLS AND EQUIPMENT**

- 10.1 Mandatories shall submit a list of all **intrinsic safe portable electrical** tools and equipment to the Project Manager and SHER Department as part of their safety file submission.
- 10.2 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated / be removed for the duration of the contract.

10.3 Mandatories must conduct daily inspections of all tools and equipment in their possession and use and provide an inspection report to that effect as part of their safety file for auditing purposes. NRF/SAIAB Project Manager and SHER Department reserve the right to audit such a document against the equipment listed and in use as and when reasonably required.

## 11. **TRANSPORT**

11.1 Mandatories shall ensure that all vehicles in use by them and brought onto the SAIAB premises shall be in a roadworthy condition, licensed and insured. All drivers of such vehicles will have the required license and no vehicle shall be used for passenger conveyance unless it is designed for this purpose.

## 12. **HAZARDOUS LOCATION (ZONE 1) AND PRECAUTIONS AGAINST FIRES**

12.1 All Mandatories shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.

12.2 Proper demarcation of the work area will be done using intrinsic safe material to prevent excess temperature, arcs and sparks that can ignite.

12.3 All Mandatories shall ensure that his employees do not smoke anywhere on the premises.

12.4 All fires shall immediately be reported to the NRF/SAIAB Project Manager and the SHER Department.

12.5 Any hazardous chemicals / substances / materials brought on site by the Mandatory must always be accompanied by **Material Safety Data Sheets**.

## 13. **INTOXICATION AND ILLNESS**

13.1 No intoxicating substance of any form shall be allowed on the NRF/SAIAB Premises. Any person suspected of being intoxicated shall not be allowed on the premises.

13.2 Any person required to take medication, which may affect sobriety, shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

13.3 The Mandatory shall ensure that none of his/her employees report to the site while ill to such a degree where their own Health, Safety and wellbeing is jeopardized and where risk to other personnel may also exist.

## 14. **FIRST-AID**

14.1 The Mandatory will be required to have their own First-Aider/s appointed for the duration of the project. These First-Aiders must be in possession of a valid First-Aid Certificate.

14.2 The Mandatory must have a first-aid box in their possession at all times that is compliant with the General Safety Regulations, no. 3 and its relevant annexure.

## 15. **HOUSEKEEPING AND WASTE MANAGEMENT**

15.1 The Mandatory shall uphold high standards of housekeeping throughout the course of their contract to ensure a safe working environment.

15.2 The NRF/SAIAB Technical supervisor and SHER Department together with the appointed Contractor shall authorize areas where rubble and other waste material may be stored. This shall be done in a way that does not present a risk / hazard to personnel, interfere with any processes, obstruct movement and traffic flow and create an Environmental fallout.

- 15.3 All surplus, waste material and builders' rubble shall be removed from the premises on completion of the contract or as otherwise specified by the Project requirements / Project Manager. SAIAB reserves the right to remove such material against cost within one week after completion of the contract if the contractor fails to do so within the allotted project time frame.
16. **SECURITY**
- 16.1 Mandatories are required to report to Technical supervisor. Technical will contact the Project Manager to verify the validity of the contractor before allowing access to the facility.
- 16.2 All contractor vehicles will be subjected to a search before entry and when leaving the premises.
- 16.3 Mandatories are required to remain in their areas of operation and are not allowed to move around the facility unless authorized by the NRF/SAIAB SHER Department and Project Manager.
17. **PROCEDURES IN THE EVENT OF AN ACCIDENT**
- 17.1 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the OHSA, no. 85 of 1993.
- 17.2 All incidents shall be reported to the SAIAB Project Manager and the SHER Department. Copies of all documentation pertaining to the incident shall be provided
- 17.3 The Contractor shall report all injuries to the Compensation Commissioner using the required legal documentation as contemplated in the Occupational Health and Safety Act and Compensation for Occupational Injuries and Diseases Act.
- 17.4 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour and the South African Police Services.
18. **INDEMNITY AND INSURANCE**
- 18.1 NRF/SAIAB shall not be held liable for any loss, damage, injury or death caused by the Mandatories and their employees. The Mandatory indemnifies NRF/SAIAB and holds it harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature which may arise at any time out of circumstance referred to in this agreement, provided that such loss, damage, injury or death is not caused by a willful act or omission or gross negligence of NRF/SAIAB.
- 18.2 The Mandatory shall therefore assume liability for any loss or damage which may be caused by the Mandatories or it's employee's negligence. The Mandatory indemnifies NRF/SAIAB from such loss or damage caused by the Mandatories breach of any terms of this Agreement.
- 18.3 The Mandatory undertakes to ensure that they carry the appropriate insurance cover as specified in the Contract, including third party public liability cover. This information will be provided to the NRF/SAIAB on demand or before any work is allowed to commence.
19. **PRECAUTIONARY MEASURES**
- 19.1 All Contractors must determine the degree of risks and / or hazards related to the work they have tendered for by conducting a comprehensive Risk Assessment (See Appendices 02 for guidelines) and implement the identified precautionary measures throughout the length of the contract.
- 19.2 SAIAB reserves the right to audit all processes related to Hazard and Risk Management at any reasonable time during the length of the contract.
20. **FAILURE TO COMPLY WITH PROCEDURES**



- 20.1 Failure to comply with the contents of this document and any provisions of the OHS Act not specifically included in this agreement could result in legal prosecution by the Department of Labour.
- 20.2 Non-compliance by the Mandatory with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the NRF/SAIAB:
  - 26.2.1 The Mandatory could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by NRF/SAIAB such actions would be borne by the Mandatory.
  - 26.2.2 A specific member of contractor staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Mandatory.
  - 26.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Mandatory.

21. **CLARIFICATION**

- 21.1 If any Mandatory requires clarification on any of the terms or provisions of this agreement, it should contact the NRF/SAIAB in writing and address the query to the appropriate contact person.

22. **DURATION OF AGREEMENT / CONTRACT**

- 22.1 The agreement / contract shall remain in force for the duration of the work to be performed by the Mandatory and / or whilst the Employees and / or Sub-Contractors are on the NRF/SAIAB Site.

23. **HEADINGS**

- 23.1 The headings in this Agreement are for reference purposes only. These shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

31. **ACCEPTANCE**

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

**Signed**

\_\_\_\_\_  
**Section 16.2 Appointment (OHS)**

\_\_\_\_\_  
**Date**

And / or

\_\_\_\_\_  
**Appointed Safety / Compliance Officer**

\_\_\_\_\_  
**Date**

And / or

**APPENDICE 01: PRIMARY / SUB-CONTRACTOR COIDA INFORMATION**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Type of work being performed**

\_\_\_\_\_

\_\_\_\_\_

Commencement date of work: \_\_\_\_\_

Completion date of work: \_\_\_\_\_

**For South African Primary / Sub-Contractors Only**

Is your firm registered with Compensation Commission:      Yes       No

If yes, your membership number: \_\_\_\_\_

Number of Personnel on the premises: \_\_\_\_\_

**Name of competent person on site and his contact number**

\_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**Note: Attach Valid copy of Letter of Good Standing with Compensation Commission**

## **APPENDICE 02: SAFETY FILE / SAFETY PLAN GUIDELINE FOR CONTRACTORS**

### **1. PURPOSE**

The purpose of this document is to outline the requirements for a Safety File to guide contractors on both legal and SAIAB requirements.

### **2. SCOPE**

This shall apply to all contractors scheduled to conduct work at SAIAB which can be defined as construction or listed work in accordance with the relevant legislation.

### **3. DEFINITIONS**

- OHSA – Occupational Health and Safety Act
- GNR – Government Notice Regulations
- Construction Work – Any work in connection with the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. Any work in connection with the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system, or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.
- Listed Work – Any work where personnel will be exposed to hazards and hazardous materials or substances and is identified by the Minister as listed work under specific conditions and/or circumstances.
- Competent Person – Any person who has, in respect of the work or task to be performed, the required knowledge, training and experience and where applicable, the qualifications, specific to that work or task.

### **4. RELEVANT LEGISLATION**

The relevant legislation shall include but not limited to:

- The Occupational Health and Safety Act, No. 85 of 1993
- The Construction Regulations GNR 84 of 2014

### **5. REQUIREMENTS**

A Safety File / Safety Plan should contain the following basic information in order to be legally compliant:

1. Mandatory Agreement with client (37.2 Agreement)
2. Letter of Good Standing (Workman's Compensation)
3. Health and Safety Plan
4. Emergency Plan and Procedures
5. Health and Safety Policies
6. PPE Issue Register
7. Toolbox Talks
8. Accident / Incident Investigation
9. Employee Details
10. Medical certificates
11. Proof of Competency (Certificates)

A more detailed breakdown of a Safety File is as follows. The list below serves as a guideline. The Health and Safety File must be specific to the task / job / project being performed:

- **Administrative**
  - Mandatory Agreements
  - Permit to do Construction Work (If applicable)
  - Notification of Construction Work (If Applicable)
  - Client Health and Safety Requirements
  - Letter of Good Standing (Workman's Compensation)

- **Plans**
  - SHE Plan
  - Emergency Plan and Procedures
  - Fall Protection Plan (If working at heights)
- **Policies**
  - OHS Policy
  - Smoking Policy
  - Environmental Policy
- **Risk Assessments**
  - Daily Safety Task Instructions
  - Hand Tool Operations
  - Portable Electric Tools
- **Legal Appointments (Delegation of duties)**
  - Safety Supervisor
  - Hand Tool Inspector
  - Portable Electric Tool Inspector
  - Ladder Inspector
- **Registers and Check sheets**
  - Hand Tool Register
  - Portable electric Tool Register
  - Portable Ladder Register
- **Employee Details**
  - Employee Register
  - I.D. Copies
  - Medical Certificates
  - Proof of Competence
- **Compensation for Occupational Injuries and Diseases (COID)**
  - Incident Register
  - Accident Incident Register
  - W.CI2 Document

## 6. RISK ASSESSMENT TEMPLATE

See Section 9 for a Risk Assessment Template which can be utilized for the completion of Base Line Risk Assessments. This template only serves as a guideline and the use of any other template is acceptable.

## 7. CONTRACTOR'S AGREEMENT

- All contractors are required to complete the SAIAB Contractual Obligation form before commencing any work on site.
- This form must be included in the Safety File under "Client Health and Safety Requirements"

## 8. REVIEW PERIOD

This procedure shall be reviewed every two (2) years or as changes to the relevant legislation take place.

**9. RISK ASSESSMENT TEMPLATE** (Note: this template serves as a guideline)

<b>Company</b>	
<b>Performed by</b>	
<b>Period Performed</b>	
<b>Review</b>	
<b>SEE LAST PAGE FOR RISK RATING AND LEGEND</b>	

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
Physical									

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
Chemical									

Hazards Identified	Specify	Health Effects	Risk Rating					Medical Surveillance	Recommendations
			P	E	C	RR	RC		
Psychological									

LEGEND			
ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
HPD	Hearing Protective Devices	RPD	Respiratory Protective Devices
MSDS	Material Safety Data Sheet	SOP	Standard Operating Procedures
OHS	Occupational Hygiene Survey	SWP	Safe Work Procedures
PPE	Personal Protective Equipment	WRULDS	Work Related Upper Limb Disorders

**Safety Risk Assessment Legend**

Probability (P)	
1	unlikely to occur
2	some chance
3	could occur
4	good chance, probable
5	will occur

Exposure (E)	
1	rarely, annually, quarterly
2	occasionally, monthly
3	often, weekly
4	frequently, daily
5	continuously

Consequence (C)	
1	Insignificant, no health effect
2	first aid only, reversible health effect, minor
3	seeking medical help, temporary
4	irreversible health effects, permanent
5	Disabled / Fatality

Total = P + E + C		
RR	Risk Rating	
RC	Risk Classification	
11 – 15	<b>High</b>	Immediate action to be taken
6 – 10	<b>Medium</b>	Corrective action to be taken
3 – 5	<b>Low</b>	Adequate control, requires monitoring