



**National  
Research  
Foundation**

**INVITATION TO BID (SBD 1)**

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

<b>BID NUMBER:</b>	NRF/SAEON/SOILFLUX/02/31/2014	<b>CLOSING DATE:</b>	21 NOVEMBER 2014	<b>CLOSING TIME</b>	11:00
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**BID DESCRIPTION**

***In situ* Multi chamber Soil CO<sub>2</sub> flux system for accurate, repeatable and reliable long term monitoring of soil flux and net carbon exchange across temporal and spatial variability**

Preferential Procurement System Applicable (points for price: points for procurement preference): **90:10**

**BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX SITUATED AT:**

<b>EITHER PHYSICALLY OR BY COURIER</b>		<b>EMAIL</b>
SAEON office: Reception Desk		
Persequor Technopark		
41 The Woods, Ground Floor		
De Havilland Crescent		
Brummeria, Pretoria		
RSA		

**Bidders should timeously deliver bids to the correct address. If the bid is late at the NRF address, it is not considered.** The bid box is open from 08h00 to 16h30 South African times, 5 days a week (Monday to Friday). Electronic bid box is open 24 hours and a date/time audit trail is maintained.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS IN THIS INVITATION (NOT TO BE RE-TYPED) WITH ADDITIONAL INFORMATION ON ATTACHED SUPPORTING SCHEDULES

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS - 2011, THE GENERAL CONDITIONS OF CONTRACT (NRF WEBSITE) AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION. THE FOLLOWING**

**PARTICULARS MUST BE FURNISHED AS LEAD PAGE OF THE BID RESPONSE**

<b>BID NUMBER:</b>	<b>CLOSING DATE:</b>	<b>CLOSING TIME</b>	<b>11:00</b>
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**NAME OF BIDDER**

**REPRESENTED BY**

POSTAL ADDRESS

PHYSICAL ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELL PHONE NUMBER	CODE	NUMBER
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FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES or NO

PREFERENCE CLAIM FORM BEEN SUBMITTED FOR YOUR PREFERENCE POINTS? (SBD 6.1) YES or NO  
**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST SUPPORT PREFERENCE POINTS CLAIMED)**

IF YES, WHO WAS THE B-BBEE CERTIFICATE ISSUED BY

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

[Tick Applicable Box]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES or NO

IF YES ENCLOSE PROOF

SIGNATURE OF BIDDER \_\_\_\_\_

NAME of BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE DIRECTED TO:**

**Contact Person:** Ms Cindy Hlanze  
**Tel:** 012 349 7700  
**Email:** cindy@saeon.ac.za

**Contact Person:** Ms Sue Janse van Rensburg  
**Tel:** 033 347 5201  
**Email:** sue@saeon.ac.za

**BID RESPONSE SUBMISSION FORMAT / CHECKLIST**

No of originals	1	Number of bid pack copies	4
Pack split into "Technical" and "Awarding" Sections	Yes	Two envelope system required	
Proposal – Bidder's B-BBEE Transformation Program			Yes/ No
Certified copies of certificate of incorporation (as per entity type)y			Yes/ No

## 1. Background to the National Research Foundation and its business units

The National Research Foundation (“NRF”) is a juristic person established in terms of section 2 of the National Research Foundation Act, Act 23 of 1998. 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 Environmental Observation Network, a business unit within the NRF, is mandated with Long Term Environmental Observation to detect and understand the impacts of Global Change in South Africa. Six SAEON nodes are strategically situated across geographic regions representing the counties major biomes. SAEON coordinates an array of multi-disciplinary observation platforms and research programs that are designed to monitor and understand Earth system dynamics and human induced changes to these over multiple scales. These initiatives are currently being advanced through the development of a coordinated sophisticated instrument network that must contribute quality, long term environmental data for research that will ultimately guide evidence-based policy and decision-making. SAEON is committed to scientific excellence.

## 2. Scope of Work

The equipment required is intended for Long-term *in situ* monitoring of Soil CO<sub>2</sub> Flux at SAEON sentinel sites using a system that allows measurement of both spatial and temporal variability of Soil CO<sub>2</sub> flux via multiple chambers (Minimum of 8) as well as Net Carbon Exchange and auxiliary environmental variables.

The instrument will be used by the four terrestrial nodes within SAEON, (Fynbos node based in Cape Town, Arid node in Kimberley, Ndlovu Node (savannas) based in Phalaborwa and the Grasslands, Wetlands and Forest node based in Pietermaritzburg)

Delivery of the equipment set will be to the Grasslands Forests Wetlands node in Pietermaritzburg

Deployment scenarios:

- Deployment will be at multiple sites (over time) under varying conditions, with different vegetation types
- Deployment will vary from continuous “long period” deployment to discrete sampling sessions linked to intensive complimentary sampling season work.
- Adjacent vegetation communities (e.g. grasslands and wetland comparison) or treatment will be sampled concurrently
- Several sites are in remote areas
- Pristine as well as degraded sites will be compared
- Several sites are subject to extreme conditions, systems should therefore be robust to extreme weather and potential damage by rodents
- The equipment will be used in SAEON Key sites e.g, Jonkershoek, Kruger National Park, The uKhahlamba Drakensberg, St Lucia, Kalahari etc.

The equipment needs to be non-invasive. Data emanating from the use of this equipment is intended to support global change monitoring and research programs and will form the basis of research products for publication in high ranking scientific Journals, as well as policy briefs to government where appropriate.

Soil respiration is a major contributor to atmospheric CO<sub>2</sub>, but accurate landscape-scale estimates of soil CO<sub>2</sub> flux for many ecosystems have yet to be established. Because soil CO<sub>2</sub> flux is a significant component of the total atmospheric carbon balance, it is an important variable in any study of global climate change. This instrument is required for collecting reliable data on soil respiration and CO<sub>2</sub> soil flux as well net Net Carbon CO<sub>2</sub> Exchange.

The main challenge in making accurate measurements is to minimize disturbance to environmental conditions that have an impact on CO<sub>2</sub> production and transport within the soil profile. The chosen system needs to be one designed to minimise these errors.

### 3. Specifications

**(Please attach your detailed response as a separate schedule to this bid invitation when returned)**

This section describes the general specification of the services required. NB: Detailed evaluation criteria pertaining to these specifications that will be used to evaluate the bids are described in [Section 15](#) of this document. Please ensure your responses include all specifications in [Section 15](#) in a manner that enables an easy appraisal of your bid against the set specifications of this document to the required level of detail to facilitate the evaluation.

#### 3.1. Technical Specifications

[See Section 15](#) for detailed evaluation criteria against which these specifications will be assessed.

**Parameters and technical requirements:** In situ Soil CO<sub>2</sub> flux (min of 8 chambers in one system, with capacity to extend to 16), each chamber must have auxiliary sensor capacity e.g. soil temperature and soil moisture. The system must be able to measure soil CO<sub>2</sub> flux on multiple sites within the study area over time. It must be able to function over the variety of environmental conditions that influence soil CO<sub>2</sub> flux. This must be done with minimal disturbance to the surrounding environmental conditions. In addition the system must have the capacity to measure net Net Carbon CO<sub>2</sub> Exchange (difference between the photosynthetic uptake of CO<sub>2</sub> by foliage and the emission of CO<sub>2</sub> through soil respiration) with this chamber also having auxiliary sensor capacity.

The system must come with a single Gas analyser system and control unit to which multiple chambers can be connected.

#### Environmental conditions:

The system must be suited to the harshness and array of conditions under which deployments will occur – from high altitude mountains with below freezing temperatures to coastal systems. It must be suited for long term deployment (1-12 months at a time) with minimal maintenance required.

#### System components required:

1	Automated Soil CO <sub>2</sub> Flux System with a single <i>In situ</i> Gas analysis system/Analyser control unit with wireless capability.	1
2	Connection system allowing a min of 8 chambers to be connected to gas analyser/control unit with capacity to extend this to at least double the minimum number.	
3	Long-Term non-invasive Soil Chambers: a min of 8 with capacity to expand to at least double this number, each chamber must have the capacity for at least 3 auxiliary sensors	8 (+8)
4	Clear chamber for Net Carbon Exchange system that must have the capacity to support 3 auxiliary sensors	1
5	All additional essential support equipment to ensure the system functioning	List and pricing
6	Integrated software system for programing the system and checking, managing and processing data (with software upgrade maintenance plan)	Describe, with pricing if applicable
7	List available options for Auxiliary sensors available for the Soil CO <sub>2</sub> chambers (without obligation to purchase)	List and pricing
8	List available options Auxiliary sensors available for the, for NCE system (without obligation to purchase)	List and pricing
9	Provide options and specifications available for Wireless control Capability and remote data transmission with costing (without obligation to purchase)	List and pricing

#### NB

- Bids should indicate the ability to supply all components listed
- Bid pricing submissions should be split into three sections
  - Section 1 The minimum range of equipment and support items to have a fully functional system with a minimum of 8 chambers +NEC (1,2,3, 4, 5 &6), -List items with unit pricing, quantity required, subtotal **and single total price for whole set up.**

- Section 2: The minimum range of equipment to have a fully functional system with the maximum number of chambers permissible on a single system. List items with unit pricing, quantity required, subtotal **and single total price for whole set up**
- Section 3: A list of all optional extras and auxiliary sensors and their prices detailed per unit.
- Optional extras and details thereof should be included but noted as such, without obligation to purchase, and will not form part of the fair and comparable price evaluation.

### **3.2. Expansion and replacement to the system**

- One system will be shared by the four terrestrial nodes and used by multiple users across several sites over time.
- Additional units of equipment as well as replacement units other than the initial units may be acquired under this contract when additional funding becomes available. No commitment is made for such additional or replacement equipment.
- Assurance in continuity in supply of chosen components for future purchase during the contract period (5 yrs.) must be given
- Suppliers must not recommend items that are about to become obsolete.

### **3.3. Timing**

Delivery must be within five weeks of receipt of Purchase order by the supplier:

### **3.4. Maintenance and Support / After Sales Service**

- Follow up maintenance as required as per warrantee of minimum 2 year duration must be assured: faulty parts will be replaced or repaired free of charge during this period.
- Access to free Software upgrades should be indicated
- A maintenance plan for servicing and repair of equipment under this contract, for the estimated lifespan of the equipment, not exceeding 10% of the value of the equipment must be offered, without obligation to purchase.
- Provide Assurance that spares will be available for purchase over the useful life span of the equipment should the need arise.
- Provide Assurance that unforeseen repairs to the equipment will be carried out by the supplier on request of the NRF business unit during the useful life span of the equipment on the basis of quotation costs to be determined at the time of such occurrence and submitted to the NRF Business Unit for consideration and the NRF Business Unit will issue an official purchase order for the agreed cost of executing such unforeseen maintenance and repairs that falls outside of warranty and manufacturing faults.

### **3.5. Installation / Delivery / Logistics**

Delivery must be to Offices specified on purchase order (PMB)

### **3.6. Quality Requirements**

- Instrument must be of sound quality, producing scientifically acceptable results ( reliable and repeatable)of publication standard for high ranking scientific journals
- Must be able to maintain chamber pressure equilibrium/ equalise pressure under both calm and windy conditions

- and changes in air pressure.
- System must ensure proper mixing within the chamber without causing artificial pressure on soil that would influence flux results.
- Must be able to withstand harsh conditions, producing repeatable and reliable results over time
- Must be designed to operate continuously with minimal maintenance
- Must be non destructive

### **3.7. Applicable Standards (South African National Standards)**

Where applicable standards exist or where use is made of international standards.

## **4. Local Content Requirements**

No local content has been specified for the equipment in this contract other than the contracted suppliers are required to be based locally in South Africa.

## **5. Evidence of Supply Capacity (Technical Merit)**

Bidders are required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources and including details of agency or distribution agreements that they hold as well as details of equipment that they manufacture. (See [Section 15](#) for evaluation criteria)

## **6. Performance Level Management**

The service provider performance is measured against the levels specified in the Specifications section of this document (See [Section 3](#) and [Section 15](#)).

## **7. Contract Management (and Sub-contracts)**

The award of this contract to the selected Bidder or Bidders establishes the master contract with the NRF and the appointed Bidder or Bidders applies to all of the NRF's Business Units.

The contract is inclusive of both downstream supplies of additional and related equipment as specified in this document where the nature and quantity of supplies **is not determinable at the commencement of this contract** and variable **delivered quantity where the exact supplies is determined as specified at the commencement of this contract.**

Both the variable delivered quantity and the downstream work will be advised to the contracted bidders, via a purchase order, as and when required during the contract period in the manner stipulated below:

Downstream work:

The contracted supplier provides the NRF's business unit with a detailed quotation of the supplies required upon receipt of such request under this agreement.

The NRF's Business Unit will evaluate the supply quotation received and, where necessary, request either further detail or negotiate on value of supply quoted. The NRF's Business Unit will issue an official Purchase Order for the agreed work prior to the commencement of such work.

All such purchase orders issued are in terms of this contract.

Variable Delivered Quantity:

The range of supplies required is specified in exact description including catalogue numbers and unit pricing in this contract.

The NRF's business unit determines the quantity, date of the required delivery and location of the delivery of the selected supplies from the list of supplies specified in this document. Pricing of the determined delivered quantity is fixed for each unit of supplies as specified in this document.

The NRF's Business Unit issues an official Purchase Order to the contracted supplier for the specified items, quantity and required delivery date at the predetermined unit price set out in the contract .

All such purchase orders issued are in terms of this contract.

## **8. Safety and Health Administration**

The contracted supplier is solely responsible for the safety and well-being of its employees when working at the NRF's Business Unit.

## **9. Contract Period**

The contract will commence with immediate effect upon signing of Acceptance of Offer and will continue for 5 years on satisfactory supply of equipment and service renewal pricing.

## **10. Supply Delivery Validation**

Supplies delivered are validated by NRF representatives confirming that delivery has been made of the required goods on time.

## **11. Payment Intervals**

The NRF undertakes to pay **validated** invoices in full within thirty (30) days from the monthly statement date.

The NRF does not accept predated invoices. No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider are validated for payment.

## **12. Pricing Schedule for the Duration of the Contract (Standard Bidding Document 3.1 and 3.3)**

**NOTE** The price quoted is fully inclusive of all costs and taxes. No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

The price quoted includes delivery costs to the specified delivery point.

Detailed information is optional and is provided as annexures to the details provided below

Pricing is subject to the addition of Preference Points as stipulated in the section below - Standard Bidding Document 6.1 Preference claim form



OFFER TO BE VALID FOR

150 Days

FROM THE CLOSING DATE OF BID.

**BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**

<u>ITEM NO</u>	<u>QUANTITY (unit of measure)</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>BID/QUOTE UNIT PRICE</u>
<b><u>Section 1</u></b>			
1	1	Automated Soil CO <sub>2</sub> Flux System (In situ Gas analysis system/Analyser control unit)	
2	1	Wireless control Capability	
3	1	Connector, if required, allowing 8 chambers to be connected to analyser at the same time,	
4	8	Long-Term Soil Chambers and required extensions for connection	
5	1	Clear chamber for Net Carbon Exchange system (With Hose assembly), with Auxiliary measurement capability	
6		Any additional essential support equipment to ensure the system functioning- list and Pricing	
7	1	Integrated software system for programing the system and checking, managing and processing data (with free software updates)	
		Total	
<b><u>Section 2</u></b>			
1	1	Automated Soil CO <sub>2</sub> Flux System (In situ Gas analysis system/Analyser control unit)	
2	1	Wireless control Capability	
3	1	Connector, if required, allowing 16 chambers to be connected to analyser at the same time	
4	16	Long-Term Soil Chambers and required extensions for connection	
5	1	Clear chamber for Net Carbon Exchange system (With Hose assembly), with Auxiliary measurement capability	
6		Any additional essential support equipment to ensure the system functioning- list and Pricing	
7	1	Integrated software system for programing the system and checking, managing and processing data (with free software updates)	
		Total	
<b><u>Section 3</u></b>			
1		Provide options for remote data transmission with costing ( <b>without obligation to purchase</b> ) Option 1 Option 2 Option 3	
2	1-16	List available options for auxiliary probes that can be supplied, List and pricing ( <b>without</b>	

		<b>obligation to purchase)</b>	
3		All additional essential support equipment to ensure auxiliary probes functioning with the integrated system functioning- list and Pricing ( <b>without obligation to purchase</b> )	
4	1	An air sample collection and analysis system using the same air stream used to measure soil CO2 flux to determine estimates of the flux rate of trace gases such as methane (CH4), ammonia (NH3), nitrous oxide (N2O), isotopic species, etc. inside the chamber. This should be designed so that it can be used with the chamber, without any modification to the chamber: <b>Without obligation to Purchase</b>	
5		Optional extras and details thereof should be included, <b>without obligation to purchase</b> , list detail and pricing	
		Planned Routine Maintenance: A Routine maintenance plan offer should be detailed with any associated costs provided, without obligation to purchase	
		For unforeseen maintenance and repairs outside of warranty, quotation costs are to be determined at the time of such occurrence and submitted to the NRF Business Unit for consideration in accordance with contract performance clause and the NRF Business Unit will consider for approval and if deemed necessary, issue an official purchase order for the agreed cost of executing such unforeseen maintenance and repairs	
a	Per Hour	Maintenance call out rate, if applicable	
b	Per Hour	Maintenance / Service rate per hour, if applicable	
c	Spares	Spares pricing for the equipment, if applicable	
ADDITIONAL PRICE ITEMS OR DETAIL PRICE SCHEDULES ATTACHED			YES NO
Brand and model		Attach information as additional schedules	
Country of origin			
Does the offer comply with the specification(s)? (See <a href="#">Section 3</a> and <a href="#">Section 15</a> )			*YES/NO
If not to specification, indicate deviation(s) in a separate attached schedule			
Period required for delivery			
*Delivery:		Firm / Not Firm	
Delivery basis		Delivery to site specified on the Purchase Order	
<b>13. Selection and Awarding of Contract</b>			
This bid is evaluated through a two stage process.			
<b>13.1. Stage 1 – Selection of Qualified Bidders</b>			
<ul style="list-style-type: none"> <li>The Bidder's bid response / submission is evaluated against the bid invitation specifications as well as the bidder's capacity and capability.</li> <li>Evaluation is made in accordance with published evaluation criteria and the scoring set for each criterion. (<a href="#">See</a></li> </ul>			

section 15

- All qualifying bidders are shortlisted for the awarding stage.

**13.2. Stage 2 – Awarding of the Contract**

- Bidders are compared on a fair and equal basis taking into account all aspects of the proposals
- The award criterion are:
  - **Price** – with the lowest priced bid on an equal and fair comparison basis receiving the highest price score as set out in the 2011 Preference Regulations
  - **Preference** – preference points as claimed in the preference claim form are added to the price ranking scores and the highest combined score is nominated for the contract award
  - **Administration** - Contracts are awarded where bidders have supplied the relevant administrative documentation, especially the tax certificate.

**13.3. Qualifying Thresholds for Selection (Stage 1) Evaluation**

Where GO/NO GO scoring is applied, any scores of “NO GO” bids are immediately marked as failed for the bid.

Bids achieving all “GO” scores but scoring less than the total minimum threshold of **60%** will also not be considered in the next stage of evaluation.

**14. Selection on Specifications and Technical / Functional Capabilities and Capacities**

- Selection Criteria 1-7(below) are scored with GO/NOGO evaluations. All need to be scored as “GO” to qualify.
- Bids that pass on Selection Criteria1-7 , proceed to Selection Criteria 8- 17 which is evaluated in relation to the stipulated specifications listed within each criterion. Selection Criteria 8-17 are scored as follows:

<u>0</u>	<u>1</u>	<u>2</u>	<u>3(60%)</u>	<u>4</u>	<u>5</u>
No Information to make assessment/fails all requirements	Poor/ meets less than half specifications	Average/ meets most of the specifications but not all	Meets Requirements / meets all the specifications	Exceeds Requirements/ specifications provided exceed the stipulated specifications	Exceeds Requirements with additional value adding proposals.

Several evaluators will score selection criteria 8-17

**The final first stage evaluation score (X%) will calculated as follows**

1. With the highest total possible score = Sum of (5 \* weighing) for each criteria =
  - A. = 500
2. The total bidders score from each evaluator is calculated as
  - The Sum of the (Score x weighting) for each criteria, eg:
    - B. = Total score Eval 1 = (3\*20)+(3\* 5)+(4\*25) etc
    - C. = Total score Eval 2 = (2\*20)+ (3\* 5)+(3\*25) etc
  - The total scores from each evaluator are added and divided by the number of evaluators

D.  $(B+C)/2$

- The subsequent score ((D) is divided by the maximum possible score (A))\*100

E. Final score =  $(D/A)*100$

○ = **X%**

- Max possible X% = 100%

- Min qualifying X% = 60%

## SELECTION CRITERIA

*(Bidders are required to clearly submit their systems specifications in relation to each of the sections below stating how your specs per section adhere to or exceed each of the specs provided)*

NO.	SECTION	Score	WEIGHT
1	<p>The system must be: An integrated Automated in situ Soil CO<sub>2</sub> Flux System (with In situ infra-red Gas analysis system) designed collect reliable data on soil respiration and CO<sub>2</sub> soil flux in a minimum of 8 Long-Term Soil Chambers simultaneously as well net Net Carbon CO<sub>2</sub> Exchange using Clear chamber.</p> <p>Chambers must be designed so that Chamber pressure can track ambient pressure (vented)</p> <p>The system and associated chambers must be specifically designed such that it minimises disturbance to soil CO<sub>2</sub> concentrations</p> <p>System must be able to combine both clear and opaque chambers in one system at the same time.</p> <p>Must have the ability to sample Multiple chambers at different locations sequentially</p> <p>Must contains filters to filter air coming in from chambers</p> <p>Must contain a pump to circulate air among the chambers for subsampling by the Analyser Control Unit</p>	YES/NO	GO / NO GO
2	<p><b><u>Expansion ability</u></b></p> <p>The system must be able to upgrade from 8 chambers to at least double this number.</p> <p>The system must be designed with the capacity to add components to allow for an air sample collection and analysis system from the same air stream used to measure soil CO<sub>2</sub> flux to determine estimates of the flux rate of trace gases such as methane (CH<sub>4</sub>), ammonia (NH<sub>3</sub>), nitrous oxide (N<sub>2</sub>O), isotopic species, etc. inside the chamber. This should be designed so that it can be used with the chamber, without any modification to the chamber.</p>	YES/NO	GO / NO GO
3	<p><b><u>Environmental conditions</u></b></p> <p>All system components shall be required to withstand and operate correctly in temperature ranges of -20 to 45 °C degrees Celsius</p> <p>System components shall be able to operate in dusty conditions without malfunctioning</p> <p>The housing of components must Weather tight, durable and able to withstand extreme conditions (rain, snow, heat etc)</p> <p>The system must:</p>	YES/NO	GO / NO GO

	<ul style="list-style-type: none"> <li>• be able to maintain chamber pressure equilibrium/ equalise pressure effectively under both calm and windy conditions and changes in air pressure.</li> <li>• be able to withstand harsh conditions, producing repeatable and reliable results over time</li> <li>• be designed to operate continuously with minimal maintenance</li> <li>• Suited to deployment on uneven surfaces and slopes</li> </ul>		
4	<b>Wireless capacity:</b> The system must have one or more options for wireless control	YES/NO	GO / NO GO
5	<b>Communications ports:</b> Data loggers shall allow bi-directional communication with a laptop  The port shall allow the user the ability to configure and download the data logger using appropriately supplied software	YES/NO	GO / NO GO
7	<b>Software</b> Must be Microsoft Windows compatible	YES/NO	GO/NO GO
8	<b>Software</b>  System must allow for real time data output  Software must be able to do exploratory data analysis, graphing and recalculation of data to enable exploration of different experimental protocols.  Software shall be able to sort and filter data, enabling quality control and quality assurance checking  The software must allow the user to configure the measurements at the desired protocol sequence and with the optional data fields at time intervals as set by the user.  Software must allow the user to select specific variables intended for measurement to avoid logging unneeded data  Software must allow user to be able to configure the system in a "pre-set" in the lab, before deployment in the field  <i>If All above criteria are met score will be = 3, additional software capability should be listed for higher scores</i>	0-5	20
9	<b>Memory:</b> Must have data storage capacity options for internal flash memory and a removable compact flash card: Must at least 18 MB on-board flash memory for data collection (min of 32 MB total)  <i>If All above criteria are met score will be = 3, additional memory capacity should be listed for higher scores</i>	0-5	5
10	<b>Chambers</b> Such that placement of chambers shall be flexible to within a minimum of 15 meters of the multiplexer Must be able to be used in both single and multi-chamber mode  <i>If All above criteria are met score will be = 3, additional capacities should be listed for higher scores</i>	0-5	20
11	<b>Power Requirements</b> Options should be available to cater for deployment in remote locations  <i>No remote power options =0, Battery solar option available Very High consumption power options (&gt;</i>	0-5	5

	50watts) =1, Battery solar option available- High consumption 35-50 watts=2, Battery solar option available-Moderate consumption-35 watts=3, Battery solar option available-Moderate consumption 25-35 watts with additional options=4, Moderate consumption 25-35 watts or less with additional options available, selection options inbuilt fuses, and/or listed additional power features that add value=5		
12	<p><b><u>Infra-red gas analyser</u></b></p> <p><b>CO<sub>2</sub></b> Measurement <u>range</u>: Must be at least from 0 to 20,000 ppm or better Accuracy: Must be within 1.5% of reading</p> <p><b>H<sub>2</sub>O</b> Measurement range Must be from 0-60 mmol/mol or better Accuracy Must be within 1.5% of reading or better</p> <p><i>If All above criteria are met score will be = 3, additional capability should be listed for higher scores/ ranges that are greater/ more accurate will receive a higher score</i></p>	0-5	15
13	<p><b><u>Auxiliary Sensors</u></b></p> <p>Chambers accommodate auxiliary sensors compatible with the system e.g. Soil moisture, temperature etc.</p> <p><i>None = 0, 1 sensor for entire unit = 1, 1 sensor per chamber =2, 2 sensors per chamber =3, 3 sensors per chamber =4, 3+ sensors or additional auxiliary capacity that adds value should be listed for score of 5</i></p>	0-5	15
14	<p><b><u>Bidders Capacity:</u></b></p> <p>Bidders are required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources including details of agency or distribution agreements that they hold as well as details of equipment that they manufacture., both for immediate requirements and <b>potential downstream purchases</b></p> <p><i>No Information = 0, poor Information =1, Limited proof on ability to supply =2, Clear Evidence of ability to supply =3, Clear Evidence of ability to supply current and downstream purchases = 4, Outstanding references for current and potential downstream purchase capacity = 5</i></p>	0-5	10
16	<p>Length of <b><u>Warranty</u></b> offered</p> <p><i>None= 0; &lt;6 months = 1; &lt;1 year=2, 1.1-2 years =3, 2.1-3 years =4, 3yrs +=5</i></p>	0-5	5
17	<p><b><u>Maintenance</u></b></p> <p>Provision of a maintenance plan beyond warranty Assurance of downstream unforeseen repairs and maintenance that may be required Assurance of down steam supply of replacement components that cannot be repaired.</p> <p><i>No information=0, 1/3 criteria met= 1, 2/3 criteria met =2, all criteria met =3, All criteria met and service plan &lt;10% total cost = 4, All criteria met and service plan &lt; 5% total cost=5</i></p>	0-5	5
	Max Score		<b>100</b>
	Max (Score*weighting) per criteria, summed		<b>500</b>
	Max potential Final score =		<b>500/500*100 = 100%</b>

## 15. General Conditions of Contract

General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are made available on the NRF Website ([www.nrf.ac.za](http://www.nrf.ac.za) then click on "bids").

The explanatory notes for the SBD (SBD6.1 – Preference Points Claim form, SBD4 – Declaration of Interest, SBD8 – Past Supply Chain Practices and SBD9 – Competitive Bidding) declarations in this contract are made available on the NRF Website ([www.nrf.ac.za/bids](http://www.nrf.ac.za/bids)) as separate documents as published by National Treasury.

## **16. Special Conditions applying to this contract**

a) COMPLIANCE WITH FULL SCOPE OF THE BID INVITATION

Only bidders who can comply with the full scope of work and specifications will be considered.

b) JOINT PROPOSALS

Service providers are allowed to submit joint proposals to allow different companies to undertake different components of the work under one single proposal. Each service provider to provide tax certificate, B-BEE certificate, SBD6.1, SBD4 and SBD9

c) VALIDATION OF SUBMITTED DOCUMENTATION

The NRF has the right to have any documentation submitted by the bidders inspected by another technical body or organisation.

d) NOT LIABLE FOR BID RESPONSE PREPARATION COSTS

The NRF is not be liable for any cost incurred by a service provider in the process of responding to this bid, including on-site presentations and the proposal a service provider may make and/or submit.

e) CANCELLATION PRIOR TO AWARDING

The NRF has the right to withdraw and cancel the bid.

f) LATE BIDS.

Bids submitted after the stipulated closing date (and time) is not considered.

g) COLLUSION, FRAUD AND CORRUPTION

Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

h) LETTER OF AWARD

Once the delegated bid approver(s) has reached the decision, the successful bidder is informed through a written letter of acceptance, which in conjunction with elements detailed in the Standard Bidding Document 7 forms the contract between the NRF and the Bidder.

i) CONFIDENTIALITY

The successful bidder signs a general confidentiality agreement with the NRF.

j) VALIDITY PERIOD

The bid has a validity period of 150 days from date of closure of the call / bid.

k) PRESENTATIONS AND PROOF OF CONCEPT

The NRF has the right to call interviews / presentations / pitching sessions as well as proof of concept sessions with short-listed service providers before the final selection is done.

l) INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

All the information contained in this document is intended solely for the purposes of assisting bidders to prepare their bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the bidder, both successful and unsuccessful, remains the property of the NRF

m) INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF resides with the NRF.



## 17. SUPPLIER DUE DILIGENCE

### 17.1. DECLARATION OF INTEREST (STANDARD BIDDING DOCUMENT 4)

Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or

the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**In order to give effect to the above, the following questionnaire must be completed and submitted with this bid.**

Full Name of bidder or his or her representative:

---

Identity Number:

---

Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

---

Registration number of company, enterprise, close corporation, partnership agreement or trust:

---

Tax Reference Number:

---

VAT Registration Number:

The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

Are you or any person connected with the bidder presently employed by the state?

**YES/NO**

If so, furnish the following particulars in an attached schedule:

Name of person/director/trustee/shareholder/member:

Name of state institution at which you or the person connected to the bidder is employed

Position occupied in the state institution

Any other particulars:

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES/NO

If yes, did you attach proof of such authority to the bid document? YES/NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

If no, furnish reasons for non-submission of such proof as an attached schedule

Did you or your spouse, or any of the company's directors/ Trustees /shareholders /members or their spouses conduct business with the state in the previous twelve months? YES/NO

If so, furnish particulars as an attached schedule:

Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES/NO

If so, furnish particulars as an attached schedule.

Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

If so, furnish particulars as an attached schedule:

Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

If so, furnish particulars as an attached schedule:

**Full details of directors/trustees/members/shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Payroll (Persal) Number
Schedule attached with the above details for all directors / members / shareholders			YES NO

**17.2. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (STANDARD BIDDING DOCUMENT 8)**

Item	Question	Yes	No
	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p>	Yes	No
	<p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		
	<p>If so, furnish particulars as an attached schedule:</p>		
	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p>	Yes	No
	<p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		
	<p>If so, furnish particulars as an attached schedule:</p>		
	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No
	<p>If so, furnish particulars as an attached schedule:</p>		
	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes	No
	<p>If so, furnish particulars as an attached schedule:</p>		

**17.3. CERTIFICATE OF INDEPENDENT BID DETERMINATION (STANDARD BIDDING DOCUMENT 9)**

I, the undersigned, in submitting this bid in response to the invitation for the bid made by **NATIONAL RESEARCH FOUNDATION** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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>3</sup> will not be construed as collusive bidding.

<sup>3</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.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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

**18. PREFERENCE POINTS CLAIM FORM (STANDARD BIDDING DOCUMENT 6.1)**

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**BID DECLARATION**

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete below:

**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE**

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

(Points claimed must be in accordance with the table reflected above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**SUB-CONTRACTING**

Will any portion of the contract be sub-contracted? YES / NO

If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO

**DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm .....

VAT registration number: .....

Company registration number .....

TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

Total number of years the company/firm has been in business? .....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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



## 19. Definitions

“**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

“**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

“**Collusion**” means Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).

**Collusive bidding** is a pe se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

“**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

“**consortium or joint venture**” 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;

“**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

**"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

**"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

**"Day"** means calendar day.

**"Delivery"** means delivery in compliance of the conditions of the contract or order.

**"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

**"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

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

**"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

**"EME"** means any enterprise with an annual total revenue of R5 million or less.

**"Firm price"** means the price that is only subject to adjustments 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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

**"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

**"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

**"GCC"** means the General Conditions of Contract.

**"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

**“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

**“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

**“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

**“non-firm prices”** means all prices other than “firm” prices;

**“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

**“person”** includes a juristic person;

**“Project site,”** where applicable, means the place indicated in bidding documents.

**“Purchaser”** means the organization purchasing the goods.

**“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

**“Republic”** means the Republic of South Africa.

**“SCC”** means the Special Conditions of Contract.

**“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

**“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

**“State”** means –

- (i) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (ii) any municipality or municipal entity;
- (iii) Provincial Legislature;
- (iv) National Assembly or the National Council of Provinces; or
- (v) Parliament.

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

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

**“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic

Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

**“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

**“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.