



# 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/iTHEMBA LABS/30/2014-15:02	<b>CLOSING DATE:</b>	21 NOVEMBER 2014	<b>CLOSING TIME</b>	11:00
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## BID DESCRIPTION

**REPLACEMENT OF THE BATTERY BANKS FOR THE 4 MVA UNINTERRUPTIBLE POWER SUPPLY (UPS) AT iTHEMBA LABS**

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>		
iThemba LABS Reception Area		
Old Faure Road		
Eersteriver,		
Cape Town		
7131		

**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).

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>21 NOVEMBER 2014</b>	<b>CLOSING TIME</b>	<b>11:00</b>
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**NAME OF BIDDER**

**REPRESENTED BY**

**POSTAL ADDRESS**

**PHYSICAL ADDRESS**

<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
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<b>CELL PHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
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<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
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**E-MAIL ADDRESS**

**(Stipulate)**  
VAT REGISTRATION NUMBER:

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

HAS A 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, BY WHOM WAS THE B-BBEE CERTIFICATE ISSUED

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/MANUFACTURER 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:**

**Technical contact person is:**

Mr Pieter van Schalkwyk – Deputy Head: Accelerator & Engineering Department

Tel: (021) 843-1043 / 1000; email: [tandem@tlabs.ac.za](mailto:tandem@tlabs.ac.za)

**Alternative contact person:**

Mr William Duckitt – Division Head: Electronic Engineering

Tel: (021) 843-1101 / 1000; email: [wduckitt@tlabs.ac.za](mailto:wduckitt@tlabs.ac.za)

**Supply Chain Management:**

Natasja Pietersen- Supply Chain & Support Services Management

Tel: (021) 843- 1345 / 1000, email: [npietersen@tlabs.ac.za](mailto:npietersen@tlabs.ac.za)

**BID RESPONSE SUBMISSION FORMAT / CHECKLIST**

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

## **2 Context of the Project**

iThemba LABS, as a national facility of the NRF, provides research platforms for pure- and applied research and development in Accelerator Based Sciences. The key stakeholders of iThemba LABS have a legitimate expectation of state-of-the-art equipment that is well maintained and reliable, as well as efficient service delivery and expert in-house support.

Reliable operation of the charged particle accelerators that comprise the heart of the research platforms are totally reliant on a high level of power quality. In order to deliver a reliable service to local and international research scientists iThemba LABS realised early on, soon after the initial commissioning of the facility, that sustainable operation will only be possible with the aid of a standby power device to improve the quality of power supplied from the national electricity grid. The device that offered the best solution was an Uninterruptable Power Supply (UPS). The capacity of the UPS was chosen to ensure that full accelerator operational requirements could be met at times of power disruptions. Correct functioning of the UPS relies on a stable energy storage source in the form of a lead acid battery bank.

The currently installed battery banks at iThemba LABS are in poor condition and had to be taken out of service to prevent damage to UPS equipment. During the past 2 years the UPS struggled to maintain the power quality required to sustain reliable operations of the accelerator facility. Battery banks need to be replaced at the earliest convenient time to improve service delivery to all users and stakeholders of the facility.

## **3 Objective of the Bid**

iThemba LABS seeks to appoint a service provider to replace the battery banks of the on-site UPS system according to the specifications and conditions as stated in this BID.

## **4 UPS Requirements and Infrastructure**

The UPS is used to protect critical equipment and processes from the consequences of an interruption to the ESKOM power source. Typically the UPS has a dual function:

- i. Conditioning the ESKOM power to eliminate spikes, frequency variations and small voltage fluctuations.
- ii. Provide emergency power during ESKOM power outages

During an emergency standby situation the power is provided by the UPS battery banks. The reliability and quality of the emergency power is dependent on the condition and capacity (size) of the battery banks.

### **4.1 Emergency standby power requirements**

The design of the UPS at iThemba LABS is based on a motor/generator set configuration, also known as a rotary UPS. The incoming voltage is closely monitored and should the voltage fall below 80% of the nominal value the UPS will automatically switch to full battery operation. The UPS control system continues to monitor the condition of the incoming voltage and when it becomes stable again, the UPS control will initialise a sequence to switch the four UPS units back to ESKOM power which takes approximately 1 minute.

If the cause of the interruption is due to a complete power outage, the UPS will remain on battery operation until:

- i. the ESKOM power is restored and stable, or
- ii. the internal protection system switches off the UPS when battery capacity becomes critically low (to prevent permanent damage to batteries)

The duration of battery operation must either be long enough to ride out the power failure, or otherwise, allow sufficient time for an organized shutdown of critical equipment and processes.

## **4.2 Minimum standby time requirement**

The size or capacity of the batteries determines how long the UPS will be able to provide power to critical equipment during power outages. The battery must be sized to sustain the full load of the accelerator systems for a predetermined duration. The preferred duration depends on a number of factors, including the following:

- i. A time lapse of 1 to 2 minutes to determine whether battery operation was initiated as a result of a dip or a power outage. If it was a dip, power should be restored within this time span and no further action will be required.
- ii. If battery operation continues, the operators on duty need to assess the situation and decide whether to complete or abandon operations in progress and inform stakeholders of the situation.
- iii. Ramping down of less critical processes in an attempt to preserve battery capacity.
- iv. Continuance of load shedding until only the vacuum system and central control system is still operational. These are the most critical processes and should be kept intact and operational for as long as possible.

The sequence in which equipment is shut down is important, as well as the manner in which the equipment is shut down.

All previously installed battery banks at iThemba LABS were sized to sustain the full load for 15 minutes. As load is reduced during this period, the time on battery operation will be proportionally extended. This is favourable since the critical vacuum- and control systems could be kept operational for much longer periods to hopefully ride out the power outage until power is restored.

## **4.3 UPS Infrastructure**

iThemba LABS has a dedicated and purpose-built building housing the UPS. Refer to Figure 1 on the next page for further details.

The fully enclosed battery room was designed and built large enough to house approximately 1000 Flooded Lead Acid (FLA) batteries (2V cells). The room is not air-conditioned, but is ventilated by means of extraction fans. The floor covering is acid resistant and there are also an emergency shower and eye wash bay for personnel in case of a chemical accident. The positions of the connection cubicles are fixed and batteries are installed on the floor space to the right of the connection cubicles.

The four UPS units have integral rectifier/inverter units and there are also two stand-alone battery chargers for offline use during maintenance operations. This equipment was designed for use with FLA battery technology and do not incorporate temperature compensation techniques. The alternating current (AC) ripple component in float charge conditions is also fairly high compared to more modern equipment and capacitor banks were added at a later stage to reduce the ripple to more acceptable levels. No automated battery monitoring system is in place and all measurements need to be performed and recorded manually.

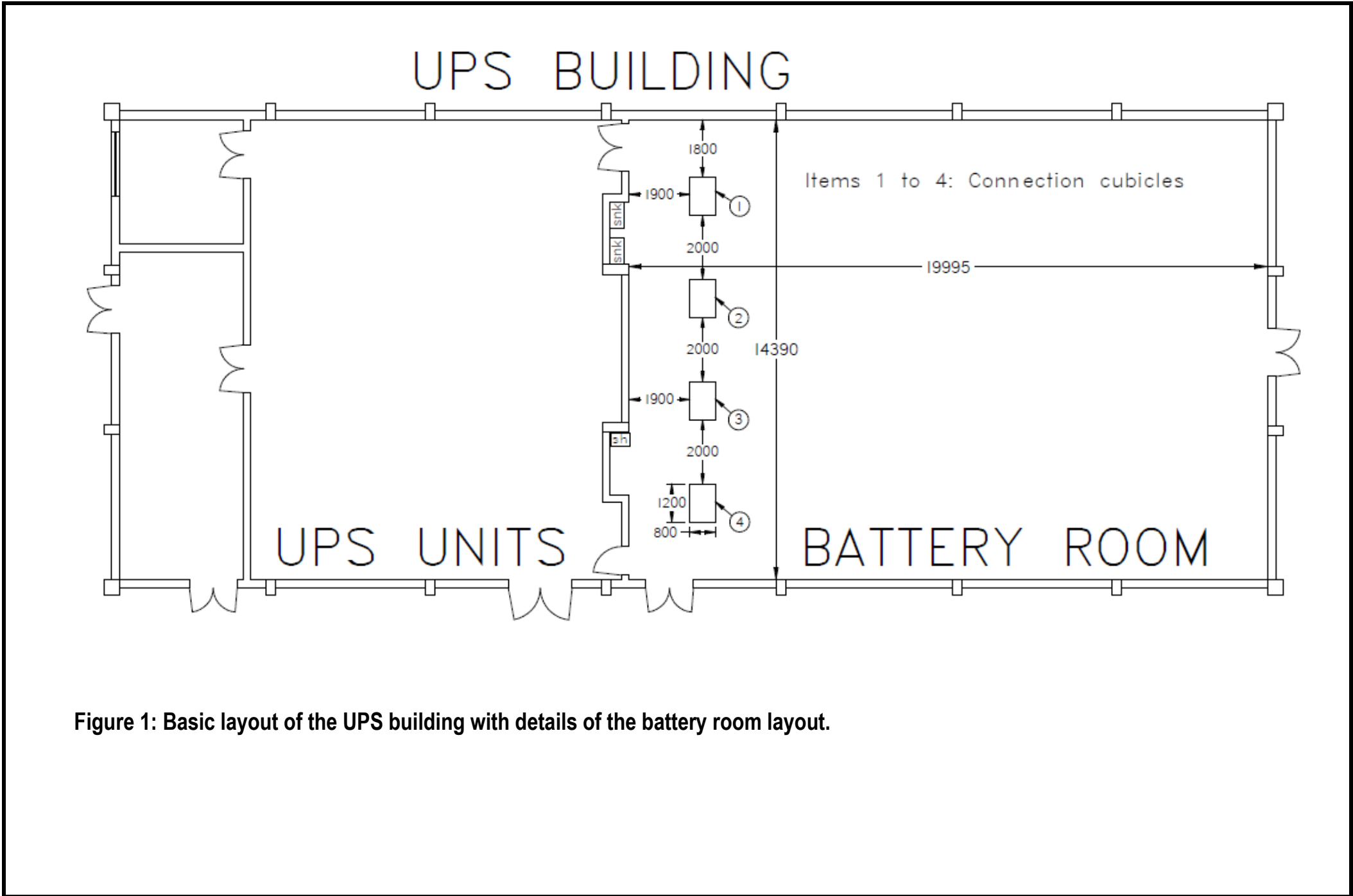


Figure 1: Basic layout of the UPS building with details of the battery room layout.

## 5 Project Description

The project involves the complete replacement of the battery banks of the 4.4 MVA UPS. The UPS comprises 4 rotary UPS units, each supported by a dedicated battery bank.

## 6 Technical Requirements and Scope of Work

### 6.1 Technical Requirements

#### a. 4.4 MVA Uninterruptible Power Supply (UPS)

- i. Type of UPS: Motor/generator set, vertical rotating machines
- ii. Manufacturer/Model: Piller Uniblock
- iii. Number of Units: 4
- iv. Output capacity per unit: 880 kW (1100 kVA)

#### b. Battery Specification per bank: (Four identical banks required)

- i. Bus voltage [DC]: 596V
- ii. Total Capacity: 940 kW (includes allowance for efficiency of inverter and losses of cables, disconnects, etc. )
- iii. Battery type: 2 V Flooded Lead Acid (FLA)
- iv. Number of batteries: 264
- v. Number of strings: 1
- vi. Design Life: 15 years
- vii. Full load discharge time: 15 minutes
- viii. Discharge current: 1580 A (when fully charged)
- ix. Watts per cell: 3560 W
- x. Min allowable cell voltage: 1.75 V
- xi. Min bus voltage: 462 V - Low Voltage Disconnect point (1.75 V X 264 = 462 V)

#### c. Environmental Conditions (Battery room)

- i. Temperature: 10 – 30 °C ( Ambient, uncontrolled)
- ii. Building: Concrete roof and floor, brick walls, extraction fans

**NOTE: DUE TO THE NATURE OF THE AVAILABLE ON-SITE INFRASTRUCTURE, ONLY FLA BATTERIES WILL BE CONSIDERED.**

### 6.2 Extent of Services

The bidder has to provide a proposal for the supply of the four battery banks according to the specifications provided in paragraph 6.1 above. The bidder shall calculate and make a recommendation on the size (capacity) of the individual batteries based on the requirements and conditions stated in 6.1 above.

- a. The final bid document shall address and/or supply details of the following:
  - i. Battery capacity calculations have to be submitted with the bid.
  - ii. Should the bidder propose a different configuration to the one mentioned in 6.1 above, the proposed configuration, inclusive of reasons why, shall be presented for consideration.
  - iii. Full battery specifications, inclusive of applicable discharge curves, specific gravity (SG) values, and size and weight data shall be included.
  - iv. The bid shall include recommendations on the battery charging regime to be followed for float charge, as well as recharge after a full or partial discharge of the battery.
  - v. A recommendation on the correct type and size of fuse disconnects to be used with each battery bank shall be included.
  - vi. Maintenance instructions and procedures to be supplied.

- b. Delivery to site:
  - i. Batteries shall be supplied filled with electrolyte and fully charged.
  - ii. Bid shall include all Transport and Delivery charges to site.
  - iii. Delivery lead times shall be clearly indicated on the bid.
- c. Installation and Commissioning
  - i. Bidder shall be responsible for full on-site installation of battery banks, inclusive of battery stands, interconnections and fuse disconnects.
  - ii. Bidder shall be responsible for commissioning of battery banks post installation. All commissioning results shall be collated and handed over to the client on acceptance.
- d. Warranty, Maintenance, Training and Spares
  - i. Warranty period of 1 year shall apply from date of commissioning.
  - ii. The bidder shall be responsible for all battery maintenance activities during the warranty period.
  - iii. Any malfunctioning of batteries due to defect in material or poor quality issues shall be replaced within 72 hours during the warranty period.
  - iv. The bidder shall, as part of the on-site battery maintenance, provide basic training in battery maintenance to at least two staff members of iThemba LABS during the warranty period.
  - v. Bidder shall issue a *Statement of Compliance* stating that spare batteries of the same type and capacity on offer will be available for a period of at least 10 years after the commissioning date.
  - vi. Full maintenance records shall be handed over to iThemba LABS at the end of the warranty period.
  - vii. iThemba LABS will be responsible for all maintenance activities post the 1 year warranty period.

## 7 Supplier Capability and Capacity

Bidders for this tender shall provide the following:

- 7.1 A portfolio of projects covering a similar scope and works (restricted to a minimum of 3 projects).
- 7.2 A list of at least 5 (five) contactable references to be contacted for quality of work delivered.
- 7.3 Name, address and contact details of a local support office nearest to the iThemba LABS site.

## 8 Health and Safety Administration

The contracted supplier shall be solely responsible for the safety and well-being of its employees in accordance with the Occupational Health & Safety Act (OHS Act 85 of 1993) and all amendments while working at the NRF's Business Unit.

Prior to commencement of any work the contracted supplier will need to complete an Indemnity form, the iThemba LABS Contractual Obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.

## 9 Product / Service Delivery Validation

Invoices are to be submitted to iThemba LABS. Representatives of iThemba LABS will validate that delivery of goods / works / services has been made and at the required quality and on time. No invoices for outstanding goods or services will be validated for payment.

## 10 Penalties

iThemba LABS shall apply a monetary penalty based on the contract price and calculated using the current prime interest rate for every day of late delivery of goods or services. (Refer to Clause 22 of the General Conditions of Contract (GCC) of the National Treasury).

## 11 Payment Intervals

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



**12 Pricing Schedule for the Duration of the Contract (Standard Bidding Document SBD3.1 and SBD3.3)****NOTE** Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

Bid price to be quoted in South African Rand.

Pricing is subject to the addition of Preference Points as stipulated in Section 23 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 SOUTH AFRICAN RAND (ALL APPLICABLE TAXES INCLUDED)**

<u>ITEM NO</u>	<u>QUANTITY (unit of measure)</u>	<u>DESCRIPTION OF WORKS / GOODS / SERVICES</u>	<u>BID/QUOTE PRICE</u>
1		Flooded Lead Acid batteries delivered to site filled with electrolyte and fully charged.	
2		On-site installation of battery banks, inclusive of installation materials	
3		On-site commissioning of battery banks	
4		Maintenance activities during warranty period	
5		Training during warranty period	

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)?

\*YES/NO

If not to specification, indicate deviation(s) in a separate attached schedule.

Period required for delivery \_\_\_\_\_

Firm / Not Firm

## 13 Selection and Awarding of Contract

This bid is evaluated through a two stage process.

### 13.1. Stage 1 – Selection of Qualified Bidders (Technical / Quality Evaluation)

- Bidders bid response / submission is evaluated against the bid invitation specifications as well as the bidder's capacity and capability.
- Evaluation is made in accordance to published evaluation criteria and the scoring set for each criterion.
- 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.

The bid evaluation committee will, after the closing date, evaluate all submitted proposals' technical envelopes containing the technical information first.

Only those bidders that achieve the minimum competence/delivery level as set out in this bid are evaluated in the second stage (Price and Preference).

The minimum competency level for the technical evaluation is for bidders to score at least **seventy percent (70%)** on the technical evaluation.

The Total Technical Points Scored is the total of the evaluations scored per category multiplied by the weighting percentage for each category expressed as a percentage of the Total Technical Points.

Total Evaluation Score =  $[\text{Score} \times \text{weighting} \times \text{No of Evaluators}] / [\text{Maximum Score} \times 100 \times \text{No of Evaluators}]$

Example Total Score –  $[(3 \times 40 \times 4) + (4 \times 30 \times 4) + (5 \times 30 \times 4)] / [5 \times 100 \times 4] = [1560 / 2000] = 78\%$

Each evaluator's percentage thus calculated are aggregated and divided by the number of evaluators to establish an overall percentage mark.

## 14 Technical Evaluation Criteria

TOTAL POINTS ALLOCATED TO TECHNICAL									100
QUALIFYING THRESHOLD									70/100
NO	TECHNICAL ELEMENT	0	1	2	3	4	5	WEIGHT %	TOTAL
1	A portfolio of projects covering a similar scope and works (restricted to a minimum of 3 projects) has been provided.							5	
2	List of at least 5 (five) contactable references to be contacted for quality of work delivered has been provided.							5	
3	Battery capacity calculations.							20	
4	Specification of battery banks.							20	
5	Data sheets of full battery specifications included (materials, discharge curves, specific gravity (SG) values and size- and weight data).							10	
6	Charging recommendations have been provided.							10	
7	Maintenance instructions and procedures have been supplied.							10	
8	Warranty statement has been included as per conditions stated in paragraph 6.2 d.							10	
9	A Statement of Compliance stating that spare batteries of the same type and capacity on offer will be available for a period of at least 10 years after the commissioning date.							10	

The Evaluation Committee reserves the right to request evidential documentation to support any or all of the technical criteria to enable it to evaluate the bidder's competence and ability to deliver the scope of work in the Request / Call.

## 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 website ([www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/](http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/)).

## 16 Explanatory Notes to the Declarations in the SBD Documents

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 National Treasury website ([www.treasury.gov.za/divisions/ocpo/sc/](http://www.treasury.gov.za/divisions/ocpo/sc/)) as separate documents.

## 17 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 specification will be considered.

### b) VALIDATION OF SUBMITTED DOCUMENTATION

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

### c) 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.

### d) CANCELLATION PRIOR TO AWARDING

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

### e) LATE BIDS.

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

### f) 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.

### g) 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.

h) VALIDITY PERIOD

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

i) 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.

j) 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

k) 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.

## 18 SUPPLIER DUE DILIGENCE

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

18.1.1 Any legal person, including persons employed by the state (see paragraph 20), 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.

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

18.1.2.1 Full Name of bidder or his or her representative:

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18.1.2.2 Identity Number:

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18.1.2.3 Position occupied in the Company (director, trustee, shareholder (see paragraph 20), member):

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

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18.1.2.5 Tax Reference Number:

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18.1.2.6 VAT Registration Number:

---

18.1.2.6.1 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.

18.1.2.7 Are you or any person connected with the bidder presently employed by the state? **YES/NO**

18.1.2.7.1 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:

18.1.2.7.2 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

18.1.2.7.2.1 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.)

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

18.1.2.8 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

18.1.2.8.1 If so, furnish particulars as an attached schedule:

18.1.2.9 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

18.1.2.9.1 If so, furnish particulars as an attached schedule.

18.1.2.10 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

18.1.2.10.1 If so, furnish particulars as an attached schedule:

18.1.2.11 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

18.1.2.11.1 If so, furnish particulars as an attached schedule:

18.1.3. 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

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

Item	Question	Yes	No
18.2.1	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?	Yes	No
	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.		
	If so, furnish particulars as an attached schedule:		
18.2.2	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)?	Yes	No
	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.		
	If so, furnish particulars as an attached schedule:		
18.2.3	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?	Yes	No
	If so, furnish particulars as an attached schedule:		
18.2.4	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?	Yes	No
	If so, furnish particulars as an attached schedule:		



**18.3. 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 the **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

**19 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**

[Tick applicable box]

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

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

**COMPANY CLASSIFICATION**

[Tick applicable box]

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

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 above, 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.
- (v) A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- (vi) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**20 CONTRACT FORM - PURCHASE OF GOODS / WORKS / SERVICES (STANDARD BIDDING DOCUMENT 7)**

**PART 1 – WRITTEN OFFER (To Be Filled In By the Bidder)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **NATIONAL RESEARCH FOUNDATION** in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

Invitation to bid (SBD1);	Technical Specification(s);
Bidder's responses to technical specifications, capability requirements and capacity	
Pricing schedule(s) (SBD3);	Tax clearance certificate
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1);	
Declaration of interest (SBD4);	Declaration of bidder's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)	Special Conditions of Contract; and
General Conditions of Contract	
Local Content Declaration for designated sectors as determined by Department of Trade and Industry (SBD6.2) where applicable	

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and i accept that the state including the NRF may reject the bid or act against me should these declarations prove to be false.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

**PART 2 – ACCEPTANCE OF WRITTEN OFFER**

The National Research Foundation issues a written Letter of Award or, dependent on the complexity, a written purchase order signed by delegated authoriser (in accordance with the Public Finance Management Act, 1999) detailing:

The supply of services / works / goods specified in this bid invitation and in annexures forming part of the bid invitation,

The delivery instructions applying to this contract;

The payment of validated invoices as set out in this bid invitation and

The minimum threshold for local production and content, if applicable.

The acceptance of the written offer is authorised by a duly delegated official of the NRF and such proof of authority is available upon request.

## 21 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 per 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 anything 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 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.