



**National  
Research  
Foundation**

## **Invitation to Bid**

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

**Bid Number NRF/SARAO HART 03/2018-19**

### **BID DESCRIPTION**

Supply, delivery, installation, and commissioning of one 200KVA diesel generator at the HartRAO site in Krugersdorp for six years.



**National  
Research  
Foundation**

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# SECTION A. INVITATION TO BID (SBD 1A)

**Bid number** NRF/SARAO HART 03/2018-19

**Closing date and time** 12/02/2019 at 11:00

## HIGH LEVEL SUMMARY OF BID REQUIREMENTS

A 200 kVA backup diesel generator is required at the Hartebeesthoek site of the South African Radio Astronomy Observatory to provide for 24 hour operations in the event of a power failure.

An automatic mains failure panel is needed to house the existing circuit breakers and includes a closed transition system to switch power from mains to backup and back to mains after synchronisation has happened.

The generator and automatic mains failure panel must be housed in a weatherproof and soundproof enclosure with at least an IP54 rating.

This tender is for the supply, delivery, installation, and commissioning of the generator and automatic mains failure panel including all the needed electrical cables, switchgear, concrete base, dummy loads and consumables required for installation and commissioning. After successful commissioning, with the generator running on a full load, an electrical certificate of compliance must be issued for the entire installation.

*NOTE - No WiFi or GSM connections allowed in the proposed equipment and contractors when implementing cannot use these*

## CONTRACT PERIOD

**The contract period is six years**

## EXEMPTION FROM THE CONSTRUCTION INDUSTRY DEVELOPMENT REGULATIONS (UPDATED JULY 2013 EFFECTIVE 1 AUGUST 2013:

The Construction Industry Development Board Act of 2000 (Act 38 of 2000) regulates the provision of construction works to the public sector within the construction industry. The Act and the National Treasury Instruction Note on Infrastructure Procurement and Delivery Management defines infrastructure/construction works as immovable assets acquired, constructed or which result from construction activities or movable assets that cannot function independently from purpose built immovable buildings.

**In terms of CIDB's Construction Industry Development Regulations Section 4, service provider undertaking the construction contract substantially consisting of the provision of labour or provision of supplies i.e. supply and installation of a power generator are exempt from CIDB Regulations.**

**This bid is under the above exemption, as the project substantially is the provision of supplies and the provision of labour to do the installation as well as the maintenance.**

As this bid is exempt from the CIDB Regulations, the bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.

**Bid response documents are deposited in the tender box situated at:**

**PHYSICAL ADDRESS:**

Hartebeesthoek Radio Astronomy Observatory, Farm 502JQ, Broederstroom Rd. Hartebeesthoek, Gauteng

Directions: <http://www.hartrao.ac.za/where/raodirect.html>

GPS coordinates: 25.89° S, 27.69° E

Dimensions of tender box opening: Can take files/folders measuring up to 35cm x 32cm x 10cm

Business hours: 08:00 – 16:00

Bid box is located at reception.

**ADDRESSED AS FOLLOWS:**

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address

**Bidding procedure enquiries may be directed in writing to:**

Department Supply Chain Management

Contact person Radzilani Rabuma

E-mail address [radzilani@hartrao.ac.za](mailto:radzilani@hartrao.ac.za)

**Technical information may be directed in writing to:**

Department VGOS

Contact person Philip Mey / Pieter Stronkhorst

E-mail address [philip@hartrao.ac.za](mailto:philip@hartrao.ac.za) / [pieter@hartrao.ac.za](mailto:pieter@hartrao.ac.za)

## SUPPLIER INFORMATION

**Name Of Bidder**

**Postal Address**

**Street Address**

**Telephone Number**

Code

Number

**Cell Phone Number**

Code

Number

**Facsimile Number**

Code

Number

**E-Mail Address**

**VAT Registration Number**

**Tax  
Compliance  
Status**

Tax Compliance  
System PIN

**OR**

Central Supplier Database  
No.

MAAA

**B-BBEE  
Verification Certificate**

**Status**

**Level**

Tick Applicable Box.

Yes  No

**B-BBEE  
Level  
Affidavit**

**Status  
Sworn**

Tick Applicable Box.

Yes  No

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

<b>Are you the accredited representative in South Africa for the goods /services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/ works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the following questionnaire]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

## 1. BID SUBMISSION:

1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the bid document.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions Of Contract (GCC) and, if applicable, any other special conditions of contract.
1.4	The successful bidder will be required to fill in and sign a written contract form (SBD7).

## 2. TAX COMPLIANCE REQUIREMENTS

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

3. TWO ENVELOPE SYSTEM	<b>Yes</b>
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4. VALIDITY PERIOD FROM DATE OF CLOSURE	<b>90 days</b>
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## 5. BRIEFING SESSION OR SITE VISIT DETAILS

Attendance:	<b>Attendance Compulsory</b>
Date and Time	29 January 2019, 11:00 AM
Venue	Hartebeesthoek Radio Astronomy Observatory
Address	See <b>Physical Address</b> details on Page 3 of this document.

<b>Contact Person</b>	<a href="mailto:radzilani@hartrao.ac.za">radzilani@hartrao.ac.za</a>
<b>6. ACKNOWLEDGEMENT OF READING EACH PAGE</b>	
The bidder warrants by signature in this document that the bidder has read and accepts each page.	
<b>7. CENTRAL SUPPLIER DATABASE REGISTRATION</b>	
Bidders are requested to register on the Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the NRF to verify the supplier's tax status on the Central Supplier Database.	
<b>8. REQUEST FOR PROPOSAL/QUOTATION/BID CLARIFICATION</b>	
If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.	
<b>9. RESPONSE PREPARATION COSTS</b>	
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.	
<b>10. TWO ENVELOPE SYSTEM – EVALUATING TECHNICAL AND PRICE SECTIONS FAIRLY AND UNBIASED</b>	
The two-envelope system minimises any form of price bias in the technical selection phase -the first envelope- as the evaluators receive the price details –the second envelope with the SBD 3 (price summary schedule and detailed supporting pricing documentation- for price evaluation after completion of the technical selection stages. An outer envelope addressed as stated in this document encloses both envelopes.	
<b>11. COLLUSION, FRAUD AND CORRUPTION</b>	
Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.	
<b>12. FRONTING</b>	
The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.	
<b>13. DISCLAIMERS</b>	
The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness. The NRF makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and the NRF shall have no liability towards the responding service providers or any other party in	



connection therewith.

## THE BIDDING SELECTION PROCESS

### **Stage 1 – Compliance to submission requirements**

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document. **The NRF evaluates only procurement responses that qualify 100% in terms of the Returnable Document List.**

The NRF assess discovered deviations in the documents in the Returnable Document List as follows:

1. Material Deviation: A deviation detrimentally affecting the scope, quality, or performance of the procurement set out in the document;
2. Material Deviation: A deviation not allowing the Evaluation Committee to evaluate the received bid against the evaluation criteria set out in this document
3. Material Deviation: A deviation changing the required specifications and/or the risks and responsibilities as set out in the document;
4. Material Deviation: A deviation affecting the fair competition with other bidders if the bidder was allowed to rectify the material.

The NRF clarifies minor deviations in the information already presented within the document as set out in Stage 2B.

The NRF may allow clarification requests of certifications and documents stemming from legislative bodies for purposes of demonstrating legal compliance not used for the purposes of scoring and price ranking. The NRF may request from the bidder these documents during the period of evaluations, but must already be submitted and assessed by the time the final recommendation for contract award is made to the Bid Adjudication Committee.

### **Stage 2 – Evaluation of Bids against Technical Specifications**

Bidders achieving the minimum threshold in the specification to enter the Price/ Preference scoring stage.

The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria and the associated scoring set out in the eligibility section. The NRF conducts interviews with bidders to clarify the evaluation concerns in their submission.

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

The NRF confirms the bidder(s)'s reference letters with referees.

### **Stage 3 – Price/Preference Evaluation**

#### Basis of fair competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements.

#### Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points

as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

**Stage 4 – Checking Tax Compliance**

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

**Stage 5 – Award and Contract Signing**

Award recommendation:

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

**CANCELLATION OF THE BID PRIOR TO AWARD**

The NRF cancels the Bid Invitation prior to making an award.

**SBD 1 SIGNATURE**

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

**SIGNATURE OF BIDDER:**

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

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

**DATE:**

# SECTION C. SCOPE OF WORK

## INTRODUCTION TO THE NRF

The National Research Foundation Act, Act 23 of 1998 establishes the National Research Foundation (“NRF”) as a juristic person. The Public Finance Management Act classifies the organisation as a Schedule 3A Public Entity.

## INTRODUCTION TO THE NRF BUSINESS UNIT MANAGING THIS BID

The South African Radio Astronomy Observatory (SARAO) manages this contract at the Hartebeesthoek Radio Astronomy Observatory (HartRAO) in Gauteng.

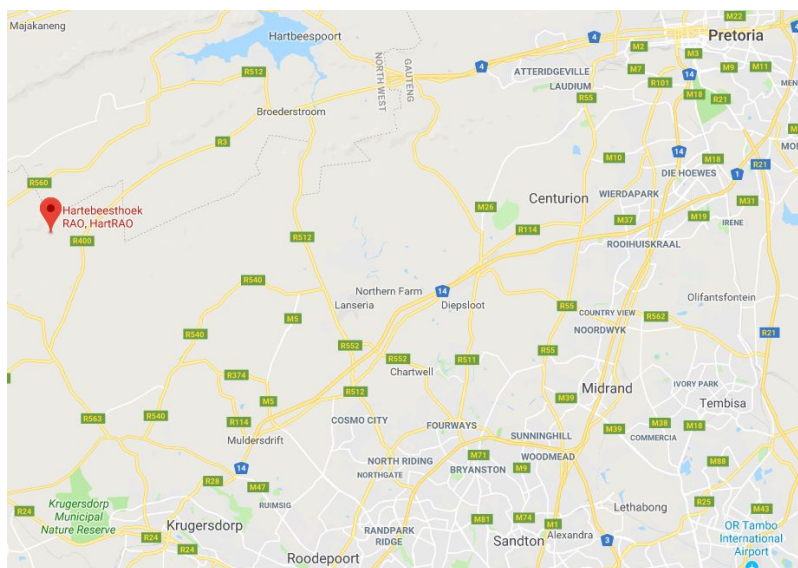
## CONTEXT OF THIS PROCUREMENT

HartRAO has a few radio telescopes on site which are used for astronomy and geodetic VLBI. These telescopes are involved in 24hr observation sessions and are required to run continuously. The existing radio telescopes and other scientific equipment are already on a backup generator though this generator has reached its capacity and cannot handle any additional strain. Some of the equipment also runs on USA electrical standards, hence the existing backup systems are not suitable for the new radio telescope that adheres to RSA electrical standards.

The new radio telescope which HartRAO is building will be used for space geodesy and is expected to be operational 24/7. Since the current generator cannot handle any further loads, it is necessary to procure an additional generator to supply power to the new radio telescope in the event of power failures.

## SITE INFORMATION

The site is situated at HartRAO in the Gauteng Province (GPS coordinates: 25.89° S, 27.69° E).



The red blocks indicate the existing mini-sub and the site where the generator must be installed.



There is a gravel road leading to the generator location. The contractor must take note and ensure the equipment to be used to deliver and rig the generator is able to reach the generator location, which will also be shown during the compulsory site briefing.

The site conditions are as follows:

- |                              |                               |
|------------------------------|-------------------------------|
| a. Altitude/ Elevation       | : 1381 metres above sea level |
| b. Ambient temperature range | : 40°C maximum/-10°C minimum  |
| c. Relative humidity         | : 59%                         |
| d. Lightning                 | : Medium                      |

## GENERATOR SPECIFICATION

### 1. 200kVA Three Phase Diesel Generator with Auto Changeover Panel

- Power output: 200kVA “prime rated” with tolerances of > 180 kVA and < 220 kVA
- Voltage: 400V, 3-phase (3L + N)
- Frequency: 50 Hz  $\pm$  0.25%
- Total Harmonic Distortion:  $\leq$  5% under full load;
- Total Harmonic Distortion:  $\leq$  2% under no load
- Voltage Regulation:  $\pm$  1%
- Atmospheric Conditions: minimum capability of running at full load at 860 mBar
- Ambient Temperature: -10°C to +40°C
- Fuel: Capable of running full load on 50 PPM and 500 PPM diesel.
- Fuel Tank: Capacity must be specified to run at 100% load for at least 8 hours (specify l/hour consumption)
- The generator is to have the fuel catchment tank, equivalent to the generator’s main fuel tank in capacity.
- AMF controller: Remote monitoring and control via Ethernet network.
- Closed transition transfer switch
- Motorised changeover breakers only.
- An automatic mains failure/changeover panel with space available for:
  - o 1x h400 frame circuit breaker (existing circuit breaker provided by SARAO)
  - o 6x x160 frame circuit breakers (existing circuit breakers provided by SARAO)
- A soundproof and weatherproof enclosure for the generator and AMF panel shall be constructed of mild steel of not less than 2 mm in thickness and will be bolted down onto the concrete plinth. The generator and AMF panel may be in the same enclosure or separate enclosures but they must have a minimum IP 54 rating. The enclosure is to be manufactured offsite and must be powder coated after being treated as

follows:

- The base of the diesel generator shall be hot dipped galvanised and then epoxy tar coated before being painted.
  - The inside, facia panels, frames etc. shall be painted with two coats of white baked enamel.
  - Bolts and nuts used shall be stainless steel, cadmium plated or copper. No galvanised bolts, nuts and washers to be used.
- 30% dummy load (integrated into generator)

## **2. Concrete slab/base for generator and changeover panel**

- The contractor shall supply all the high strength concrete, rebar, and all material required for and shall cast the plinth for the generator set and AMF panel. The plinth must be of sufficient size to take the weight of the enclosed generator and AMF panel. The NRF Agent/Engineer will verify the location of the plinth and existing services.

## **3. Electrical Reticulation**

- Supply and install a new 630 Amp generator supply breaker, 315 kVA rating, in the minisub
- Supply and install a new supply cable from the minisub to the changeover panel, Length: ~25 metres.
- Supply and install a new earthing system on the generator slab and changeover panel (point 2 above).
- Remove and install existing load breakers onto the new changeover panel at the generator.
- Supply and install new surge arrestors (Dehnguard or equivalent) in the changeover panel.

## **4. Exhaust gas**

- The exhaust gases shall be ducted into the atmosphere through insulated piping and an exhaust silencer.
- The exhaust pipe diameter shall be sufficiently sized to ensure that the back-pressure limits of the engine are not exceeded. Exhaust gases shall be expelled into the open air.
- The silencer shall be of such a size and construction that sound level measurements taken within two meters of the exhaust opening shall not exceed 70 dB absolute.
- The silencer shall be of stainless steel construction.

# COMMISSIONING SPECIFICATION

## **INSTALLATION**

### **Handling, hoisting and crane usage**

The Contractor shall provide and carry out everything necessary to complete the whole installation and put it into service.

### **Erection**

Before erection commences the equipment shall be inspected and properly cleaned to remove the protective coverings and coatings applied before dispatch.

All coils, instrument windings and relays shall be tested by means of a 500 Volt Megger to ascertain whether any breakdown of insulation has taken place.

All components shall be examined for visible signs of damage and all damage shall be reported in writing to the NRF Agent/Engineer.

The Contractor shall carry out the erection, including cutting holes for holding down bolts, positioning and grouting holding down bolts in accordance with jigs or drawings supplied, observing all erection instructions and precautions for erection that may be issued by the manufacturers' of the equipment.

The Contractor is to make sure that the complete set has been properly aligned and that all bolts and connections and mating parts have been properly assembled.

All bolts and any other fastenings are to be tightened up and all electrical connections checked for tightness.

All wedges and packings installed at manufacturer's works to prevent damage to moving or delicate components during transport are to be removed.

The paintwork is to be touched up with matching paint.

The backup diesel generator with automatic changeover panel must be commissioned.

## **TESTING**

### **General**

The complete testing including the provision of test facilities, instruments, dummy loads and switchgear at both the manufacturer's premises and on site, as well as fuel at both sites shall form part of this Contract.

For both tests at the manufacturer's premises and on site, the NRF Agent/Engineer shall be notified two weeks in advance in order that a representative can be sent to witness these tests.

The test instruments provided shall in all cases be of high quality and suitable to adequately assess the quantities being measured or the equipment being tested. The test equipment remains the property of the Contractor.

### **Testing at works**

The necessary tests to prove compliance with this Specification shall be carried out at the manufacturer's premises.

These tests shall include, but not necessarily be limited to, the tests detailed below:

- Full load and overload output with all auxiliary equipment attached.
- Cold starting and load acceptance
- Governing for steady and step-loads.
- Fuel consumption
- All relevant pressures, flows, speeds, etc.
- Alternator characteristics including rated full load and overload output, harmonic distortion, regulation under steady and step-loads, voltage transients, recovery times and overshoot, etc.
- Systems operation and fault protection circuits
- Switchgear and instrumentation
- Insulation of alternator, cables and switchboard
- Battery capacity
- All relevant operating temperatures including cooling medium, alternator windings, bearings, exhaust gas.

### **Procedures (Works testing)**

The set shall be run long enough to satisfactorily determine all the relevant quantities under stabilised conditions.

A varying load test shall be carried out at the manufacturer's premises where the set must be run at various loads from no-load to 10% overload and back to no-load, the following readings being taken at 20% load steps:

- Voltage
- Current
- Power factor (alternatively wattage)
- Frequency

The test sequence is to be carried out at unity power factor and a second test sequence at 0, 85.

It has to be ensured that the machine was stationary for a minimum period of six (6) hours before the test is performed.

The engine water heaters may be supplied from the mains for the purpose of the test.

### **Testing at site**

The final acceptance tests at site shall include, but not necessarily be limited to, the tests listed below:

- Insulation and continuity of wiring
- Cold starting and load acceptance
- System operation, fault protection circuits and alarm
- Switchgear and instrumentation
- Battery capacity and battery charger

A six (6) hour test. The set shall be subjected to full load for five (5) hours followed by 10% overload for one (1) hour. The following readings shall be taken at 30 minute intervals during the five hour period and at 10 minute intervals under overload:

- Temperature (oil, water and exhaust gas)
- Oil pressure
- Alternator voltage, frequency, power factor or wattage
- Battery voltage and charging current
- Ambient temperature

The alternator and engine shall be inspected after the test.

## **Test reports**

At the completion of all tests, a comprehensive test report including healthy, safety, CO2, ventilation, Certificates of Compliance, exhaust gases and associated emissions, shall be compiled and submitted to the NRF Agent/Engineer in duplicate.

The tests at the manufacturer's premises and the on-site tests shall be shown separately. In addition, the test reports shall be included in the manuals as specified.

- Provide quality assurance statements
- Electrical Certificate of Compliance for installation
- Once the generator is installed on site, the bidder must commission it.
- The first fill of fuel must be supplied by the bidder, i.e. after successful commissioning the fuel tank must be filled to full.
- Bidder provides a commissioning report for the generator running on a full dummy load. The bidder must supply this load for the duration of the test.

## **INSTRUCTION OF OPERATOR AND MANUALS**

After completion of the installation, and when the plant is in running order, the successful Bidder will be required to instruct an attendant in the operation of the plant, until he is fully conversant with the equipment and handling thereof.

Three (3) copies of maintenance, fault localising and operating manuals together with the drawings required shall be handed over to the NRF

## **SERVICING SPECIFICATION**

The appointed bidder will conduct preventative maintenance of the generator plant in operating conditions inclusive of replacing components as necessary, consumables, and filters.

The appointed bidder provides the OEM maintenance schedules inclusive of the servicing intervals

The appointed bidder provides all owner manuals and datasheets for the equipment inclusive of future changes and maintenance notifications.

The appointed bidder provides at the commencement of the contract a schedule detailing each component, its part number for re-ordering, replacement cycle as well its pricing.

## **OPERATING INSTRUCTIONS AND MAINTENANCE**

The contractor provides the details of the availability of spares held in South Africa for the equipment offered both at its premises or at other agents or servicing centres that support the generator.

### **Operating Instructions Clarity and Effectiveness**

After completion of the installation, the NRF verifies the contractor's operating instructions covers the operating of the equipment, operation and the handling thereof.

### **Maintenance period**

The Contractor will be required to maintain the plant in accordance with the performance levels after the system has been commissioned and taken over by the NRF for the duration of this contract. If the generator is purchased



without the included period for maintenance, the contract ends upon successful commissioning and acceptance of the generator by the NRF.

### **OEM Maintenance Schedules**

The Contractor shall provide for each component of the installation the Original Manufacturer's maintenance schedules for carrying out of the maintenance and the contractor's consolidated preventative maintenance program inclusive of these requirements.

### **Maintenance Program for the six years**

The Contractor shall establish a maintenance program stating the minimum of:

- The consolidated preventative maintenance program inclusive of the OEM maintenance schedules;
- The monthly 1 hour test of the back-up power system starting and taking over the power supply to the radio telescope upon loss of mains power supply) by a qualified member of his staff;
- Work being performed in the 3 x preventative services at the end of each 4 month segment;
- Work being performed in the annual major service;
- For each maintenance service, the labour time, the consumables, and set replacement parts where these need to be replaced using the OEM schedules

During this visits the contractor's qualified member of his staff who shall include as a minimum: -

- a. Check the mechanical soundness of all parts
- b. Check and adjust all the output and control values of the system (voltage, frequency, control voltages, etc.)
- c. Take control measurements on the major system components and record these measurements.
- d. Replace all defective components.
- e. Service batteries.
- f. Check ventilation UPS equipment.
- g. Clean all equipment and/or rooms as required.
- h. Provide 24 hour standby maintenance and repair service at all times, including statutory holidays.

### **Performance Management of the Maintenance Program**

NRF employees with the Contractor manage the performance of the maintenance service against the agreed maintenance program with the measurement as set out in the performance section of this document.

At each visit, a record of maintenance carried out shall be kept. The time and date of visits shall be entered in a logbook, which shall be kept or as agreed by all parties.

The preventative maintenance program will be signed by all parties.

### **Revision and Evolution of the Maintenance Program**

Both parties will review the maintenance program after the first six months and then annually. At the review meeting, both parties will agree on the maintenance program required for the next twelve months

## **CONNECTION TO THE EXISTING MINISUB**

There is an existing 315 kVA minisub to which the generator will be connected. The bidder will be required to switch off this minisub and move the breakers and electrical connections as set out in the scope of work. One h400 frame circuit breaker and six x160 frame circuit breakers will need to be moved from the minisub. Afterwards the minisub will need to be switched on again and an electrical certificate of compliance must be issued for the entire installation

including changes made to the minibus. The proposed location of the generator will be shown to bidders during the compulsory site briefing.

## DOCUMENT PACK

**Bidders must provide the following as evidence of ability to execute this contract:**

1. Schedule detailing as a minimum the following and must provide the manufacturer/make as well as model numbers of the equipment :
  - Engine
    - Manufacturer name: .....
    - Model number: .....
  - Alternator
    - Manufacturer name: .....
    - Model number: .....
  - AMF Controller
    - Manufacturer name: .....
    - Model number: .....
2. Data Sheet(s) of the equipment being offered
3. The preliminary preventative maintenance sheet as set out above
4. The labour costing for the preventative maintenance sheet as set out above
5. The original equipment manufacturers (OEM) service and maintenance schedules as designed by the OEM over the life of the equipment offered
6. Proof that the bidder is an agent and/or manufacturer of the equipment offered
7. The bidder provided proof of 3 or more projects completed in the last 10 years where installation and maintenance of similar scope were completed (maintenance and installation need not be for the same project)
8. Proof that the electrical cables meet DTI's local content requirements
9. Brokerage letter for the bidder's Insurance Cover
10. Bidder's key maintenance personnel (manager, technician personnel) CV's reflect three years minimum experience in providing these services
11. Bidder's key supply and install personnel (manager, technician personnel) CV's reflect three years minimum experience in providing these services
12. Project plan showing all high-level activities identified, phasing and lead times realistic and incorporated, and key activities clearly identified that meets the delivery period of three months

# SECTION D. BID SUBMISSION PACK

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## SETS OF BID DOCUMENTS REQUIRED:

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

2

Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. The NRF with the awarded bidder sign these documents in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. In the case of a discrepancy between the evaluation copies and the master record, the master record prevails. In the case of a discrepancy between the original sets deposited with the NRF and that kept by the bidder, the original set deposited with the NRF is the master contract for both parties.

**Number of EVALUATION copies (physical documents) or secured pdf:**

2 physical documents

**or**

1 x secured pdf for technical and 1 x secured pdf for pricing on a flash drive

Bidders mark documents as "**Copy for evaluation**" and number all pages sequentially. Bidders mark the secured pdfs on the flash drive as "**Copy for evaluation**"

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

RETURNABLE DOCUMENTS (M – Mandatory); (O – Optional)	Specification		
	Submitted	Bid Section Reference	Reference to Bidder's document
Signed and completed Procurement Invitation (SBD 1) including the SBD 1, 3, 4, 6.1, 8 and 9	M	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Pages 3, 7, 10, 23, 28, 30, 37, 37, 55
Document Pack of evidence of ability to execute this contract	M	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Page 18 DOCUMENT PACK
Three (3) written references with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold; plus five additional customer details for last two years to enable verbal references.	M	<input type="checkbox"/> Yes  <input type="checkbox"/> No	Page 39
Reference 1: From:			
Reference 2: From:			

Reference 3: From:			
<b>RETURNABLE DOCUMENTS</b>		<b>Pricing</b>	
Pricing in the SBD 3 format in this document	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 24

## PRE-QUALIFICATION ELIGIBILITY CRITERIA

A minimum B-BBEE status level to include designated groups		5
Legislative local content	Electrical cables used in installation must be manufactured locally – See requirements in the next field	Local content applies as per the minimum levels stipulated in the series of SBD 6.2 listed on the DTI website <a href="https://www.thedti.gov.za/industrial_development/ip.jsp">https://www.thedti.gov.za/industrial_development/ip.jsp</a>

**A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.**

## ELIGIBILITY CRITERIA

Selection Element	Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 10, 55	
2	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 28	
3a	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 30	
3b	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 34	
4	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 37	
5	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 37	
6	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
7	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
8	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12	

			Page 18 DOCUMENT PACK	
9	Verify Total Harmonic Distortion is under $\leq 5\%$ under full load	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
10	Verify Total Harmonic Distortion is under $\leq 2\%$ under no load	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
11	Verify Voltage Regulation meets specification of $\pm 1\%$	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
12	Verify generator can run at full load on 50 PPM and 500 PPM diesel.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
13	Verify Fuel Tank has capacity for a minimum of at least 8 hr on full load.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
14	Verify AMF controller Remote monitoring and control via Ethernet network meets specification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
15	Verify AMF controller Remote monitoring and control via Ethernet network has no WiFi or GSM connections	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
16	Verify Closed transition transfer switch (Sync to mains/Make-before-break) functions per specification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
17	Verify the equipment has a minimum or larger 630 Amp changeover breaker with a 315 kVA rating	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
18	Verify changeover breakers are motorised	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	
19	Verify alternator design is the brushless type	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 12 Page 18 DOCUMENT PACK	

20	Verify maintenance service program meets specification	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ref: Page 16 Page 18 DOCUMENT PACK	
----	--	--	--	--

### SBD 3: PRICING CONDITIONS AND DETAIL

1	<b>Pricing Schedule:</b> In terms of <u>General Conditions of contract clause 17.1</u> , the price schedule remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract.
2	<p><b>Price Adjustments:</b> Price adjustments and their corresponding rules for the managing price risks on the basis of the NRF and the contracted bidder sharing the risk equally.</p> <p>Diesel Fuel Price adjustment - Price adjustments arising from Government revision of diesel prices (SBD3.2 to be completed for each adjustment)</p> <p>Maintenance Service Labour - Price adjustment arising from changes in the CPIX (SBD 3.2 to be completed)</p> <p>Replacement components and consumables prices are negotiated and agreed prior to issue of purchase order in terms of GCC13 and 14</p>
3	<b>Commitment to Contracted Services Provider:</b> The NRF, through the signed contract, guarantees its procurement of the event management services from the contracted party only where the contractor meets the contractual performance levels.
4	<b>Contract Price Management in terms of the Contract:</b> The NRF issues written purchase orders authorising the work as required in this contract as appendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. The NRF, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
5	<p><b>Price Quotation Basis:</b> Unit prices are fully inclusive all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified NRF price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2.</p> <p><b>Price Delivery Points are:</b></p> <p>Hartebeesthoek Radio Astronomy Observatory, Farm 502JQ, Broederstroom Rd. Hartebeesthoek, Gauteng</p>
6	<b>Calculating the Bid Ceiling Price:</b> The NRF provides bidding quantities to bidders for calculating their bid ceiling price that allows for a fair and equal comparison equitable to all bidders for award selection.
7	<b>Contract Price:</b> The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the expiry/completion date of the contract.
8	<b>Application of Preference Points:</b> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

## PRICING SCHEDULE

### SUMMARY PRICE SCHEDULE

Bill No.	DESCRIPTION	AMOUNT
1	Generator Supply, Installation and Commissioning	
2	Maintenance of Generator	
	TOTAL AMOUNT (EXCL VAT)	
	15% VAT	
	TOTAL AMOUNT (INCL VAT)	R
TOTAL CONTRACT VALUE OF ABOVE (CEILING PRICE)		R

ITEM	DESCRIPTION	Unit of Measure	Unit Price	AMOUNT
<b>BILL NO. 1</b>	<b>Generator Supply, Installation and Commissioning</b>			
1	- 200kVA Three Phase Diesel Generator with Auto Changeover Panel	Each		
2	Concrete slab/base for generator and changeover panel	Each		
3	Electrical Reticulation	Each		
4	First fill of diesel			
5	Transportation, offloading, labour, travelling, training, testing and commissioning	Each		
	<b>BILL NO 1</b>			
	<b>Generator Supply Installation and Commissioning</b>			R
	<b>Carried to Summary</b>			R

ITEM	DESCRIPTION		UNIT	QTY	RATE	AMOUNT
<b>BILL NO. 2</b>	<b>MAINTENANCE OF GENERATOR</b>	-				
1	- <b>Generator</b>	-				
1.1	Preventative services including all contract management, travel, reporting, tools, and scheduled consumable replacements	each	3 Per year	6 years		
1.2	Major Service including all contract management, travel, reporting, tools, and scheduled consumable replacements	each	1 Per year	6 years		



2	<b><u>Test check of system switching on</u></b>				
2.1	Test of system being triggered by power failure and the radio telescope switching over to the back-up power system including travel	each	1 hour per month	72 months	
<b>BILL NO 2</b>					
<b>MAINTENANCE</b>					
<b>Carried to Summary</b>					

## SPECIAL CONDITIONS OF CONTRACT

(AMENDMENTS TO SPECIFIC CLAUSES OF THE GENERAL CONDITIONS OF CONTRACT LISTED BELOW EACH CLAUSE IN THAT SECTION).

1. **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

2. **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.

3. **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

The contracted party, once signing the contract (SBD 7), is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.

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

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

The NRF manages the contracted party in his capacity for the execution of this contract to meet the

	<p>provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions to the Act. Each member of the contracted party's team (including sub-contracted personnel), submit a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.</p>
<b>4</b>	<p><b>Implementation Planning and Project Management</b></p> <p>The contracted provider will arrange an initial meeting with appointed contract manager to determine execution milestones for the install and commissioning of the generator. Both parties shall agree on the finalised timetable stating clearly the commencement and completion dates for each stage of the implementation.</p>
<b>5</b>	<p><b>Performance Verification – Supply, install, and Commissioning</b></p> <p>In terms of GCC Clause 16, read with SCC Clause 16.2A and GCC Clause 8 (Inspections, Tests, and Analyses), the NRF appointed contract manager will verify the performance of this contract with reference to the required delivered equipment and commissioning services and any other element specified in this contract.</p> <p>The contracted bidder will commission the complete system as set out under the commissioning specification.</p> <p>If commissioning tests are unsuccessful the contractor has 7 working days to rectify the problems and redo the commissioning</p> <p>Both parties shall jointly check and confirm specifications are met after load testing and commissioning</p>
<b>6</b>	<p><b>Performance Verification of Services</b></p> <p>The NRF appointed contract manager will verify the performance of this contract with reference to the required services, spares, licensing, replacement components, and other services when required and at each interval in accordance with the agreed preventative maintenance schedules.</p>
<b>7</b>	<p><b>Training:</b></p> <p>This contract includes training for NRF personnel to operate and maintain the system. These are confirmed through separate issued works purchase orders.</p> <p>Training verification is done by both parties comprising as a minimum of attendance registers, video conference logs, remote training logs for verification of training received and aa evidential reporting of training for skills development both skills reporting and BBBEE reporting.</p>
<b>MANAGEMENT OF PERFORMANCE LEVELS</b>	
1.	The Performance Levels are in the table below.
2.	The NRF measures the contracted bidder's performance against these in the execution of the contract.
3.	The contracted bidder recognises that its failure to meet the performance levels has material adverse impact on the operations of NRF and that the damage from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.

4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
5. If the contracted bidder fails to meet any performance level:
1. the contracted bidder shall investigate and report on the root causes of the performance level failure;
  2. promptly correct the failure and begin meeting the set performance levels;
  3. advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
  4. take appropriate preventive measures to prevent the recurrence of the performance level failure.
6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect the contract specifications for any measurement period as a failure to meet the stipulated performance levels.

<b>PERFORMANCE LEVELS STATEMENT</b>		
<b>Service/Goods being Measured</b>	<b>Measurement Methodology</b>	<b>Penalty/Bonus and level applicable from</b>
Delivery of generator and ancillary equipment and installation on time	Number of days in arrears as determined by the NRF's project manager from the pre-agreed milestone	The penalty for failing to complete the Works is: R 10 000 per working day
Preventative maintenance servicing not kept to	NRF's staff verification of work done Applicable where the separate purchase order for maintenance has been issued	The penalty for failing to deliver the agreed maintenance program per program dates:: R 2 500.00 per calendar day
Back up facility does not supply power to HartRAO's instrument base	Back-up power to the equipment supplied within two (2) minutes Verification: Monthly check performed by the contractor and the NRF staff (separate line item in price schedule due to the criticality of this requirement to the radio telescope operations)	The penalty for data centre down time as result of no power is R 2 000.00 per minute The risk of the penalty is mitigated through the contractor conducting the monthly test
Response to customer call outs	Maintenance provider response to calls within 8 hours	The penalty for failing to respond is R 500.00 per working day

Commissioning of the Back-up generator	Both parties jointly check and confirm commissioning. The contractor has 7 working days to rectify the problems and redo the commissioning.	Penalty After 7 working days – penalty is equal to 10% of the invoice value, and after the next 7 days, a further 10% of the invoice value.
--	---	---

**SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**

Any legal person, including persons employed by the State (meaning 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); any municipality or municipal entity; provincial legislature; national Assembly or the national Council of provinces; or Parliament), 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/s person who is/are 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/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	

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 a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule:	

## PREFERENCE POINTS CLAIMED (SBD 6.1)

**Preference points claim form for broad-based black economic empowerment (B-BBEE) status level of contribution in terms of the preferential procurement regulations 2017**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

1.2. Points for this bid shall be awarded for:

1.2.1. Price; and

1.2.2. B-BBEE Status Level of Contributor

**The maximum points for this bid are allocated as follows:**

**POINTS**

**PRICE**

80

**B-BBEE STATUS LEVEL OF CONTRIBUTION**

20

**Total points for Price and B-BBEE must not exceed**

100

1.3. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

### 13. DEFINITIONS

**“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 of an entity in terms of a code 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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

**“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment

issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“**prices**” includes all applicable taxes less all unconditional discounts;

“**proof of B-BBEE status level of contributor**” means:

- 1.4.1. B-BBEE Status level certificate issued by an authorized body or person;
- 1.4.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 1.4.3. Any other requirement prescribed in terms of the B-BBEE Act;

“**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**14. POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

**15. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

	Non-compliant contributor	0	0
--	---------------------------	---	---

**16. BID DECLARATION**

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

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**17. SUB-CONTRACTING**

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

1.4.4. If yes, indicate:

- 1.4.4.1. What percentage of the contract will be subcontracted.....%
- 1.4.4.2. The name of the sub-contractor.....
- 1.4.4.3. The B-BBEE status level of the sub-contractor.....
- 1.4.4.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

1.4.4.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
<b>Black people</b>		
<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**18. 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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 1.4.5. The information furnished is true and correct;
- 1.4.6. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 1.4.7. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 1.4.8. If the B-BBEE status level of contributor 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 –
  - 1.4.8.1. disqualify the person from the bidding process;
  - 1.4.8.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - 1.4.8.3. 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;
  - 1.4.8.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
  - 1.4.8.5. Forward the matter for criminal prosecution.

## **SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **2. General Conditions**

Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

### **3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY 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) IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

19. The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.

20. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D, and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first

complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to update continuously Declarations C, D, and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

Do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - a. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration C, D and E.**

- (d) I accept that the Procurement Authority / Institution have the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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)? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes  <input type="checkbox"/> No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes  <input type="checkbox"/> No
The Database of Restricted Suppliers and Register for Tender Defaulters 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.	

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, 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 have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
1. Has been requested to submit a Bid in response to this Bid invitation;
2. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
3. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

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 (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

1. Prices;
2. Geographical area where product or service will be rendered (market allocation);
3. Methods, factors or formulas used to calculate prices;
4. The intention or decision to submit or not to submit, a Bid;
5. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
6. Bidding with the intention not to win the Bid.

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.

The terms of this 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 the bid or to the signing of the contract.

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

## REFERENCE LETTER FORMAT

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

<b>Referee Letterhead</b>	<b>Referee Legal Name</b>		
<b>REFERENCE ON COMPANY: xxxxx</b>			
<b>Bid Number:</b>	<u>NRF/SARAO HART 03/2018-19</u>		
<b>Bid Description</b>			
Describe the service/work the above bidder provide to you below			
<b>Criteria / risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Satisfaction with work done			
Availability of spares			
Satisfied with the commissioning process			
Satisfaction of the maintenance service provided			
Professionalism			
Satisfied with the response times to help calls or breakdowns			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Completed by:</b>	
----------------------	--

<b>Signature:</b>	
<b>Company Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date:</b>	



## GENERAL CONDITIONS OF CONTRACT

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

**The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions, Special Conditions specific to this bid contract not part of the General Conditions of Contract, and which General Conditions of Contract (GCC) are not applicable to this contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.**

GCC1	<b>Definitions - The following terms shall be interpreted as indicated:</b>
1.1	<b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.
1.2	<b>“Contract”</b> 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..
1.3	<b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	<b>“Corrupt practice”</b> 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.
1.5	<b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	<b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	<b>“Day”</b> means calendar day.
1.8	<b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.
1.9	<b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand..
1.10	<b>“Delivery into consignees store or to his site”</b> 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.
1.11	<b>“Dumping”</b> 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.

1.12	" <b>Force majeure</b> " 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.
1.13	" <b>Fraudulent practice</b> " 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.
1.14	" <b>GCC</b> " mean the General Conditions of Contract.
1.15	" <b>Goods</b> " means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	" <b>Imported content</b> " 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.
1.17	" <b>Local content</b> " means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	" <b>Manufacture</b> " means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	" <b>Order</b> " means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	" <b>Project site</b> ", where applicable, means the place indicated in bidding documents.
1.21	" <b>Purchaser</b> " means the organization purchasing the goods.
1.22	" <b>Republic</b> " means the Republic of South Africa.
1.23	" <b>SCC</b> " means the Special Conditions of Contract.
1.24	" <b>Services</b> " 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.
1.25	" <b>Written</b> " or " <b>in writing</b> " means handwritten in ink or any form of electronic or mechanical writing.
GCC2	<b>Application</b>
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.

2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	<b>General</b>
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
SCC4	No additional standards required.
GCC5	<b>Use of contract documents and information</b>
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	<p><b>Copyright and Intellectual Property</b></p> <p><b>Intellectual property</b> are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p><b>Background intellectual property</b> is the intellectual property pertaining to this contract, created, and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p>

	<p><b>Contract intellectual property</b> is the intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.</p> <p>The contracted supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.</p>
SCC5B	<p><b>Confidentiality</b></p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:</p> <ol style="list-style-type: none"> <li>a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation’s prior written consent.</li> <li>b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ol>

	<p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>a. Disclose the confidential information to any third party, or</li> <li>b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation;</li> <li>b. Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or</li> <li>d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure.</li> </ul> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>a. All written disclosures received from the NRF;</li> <li>b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and</li> <li>c. All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	<b>Protection of Private Information</b>

	The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid the supplier gives its voluntary explicit consent to the terms of this special condition.
<b>GCC6</b>	<b>Patent rights</b>
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
<b>GCC7</b>	<b>Performance security</b>
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  7.3.2 a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7A	No performance security is required unless an upfront deposit is paid by NRF.
<b>GCC8</b>	<b>Inspections, tests and analyses</b>
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier

	shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Additional requirements are specified in the specification section.
GCC9	<b>Packing</b>
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	No additional requirements for this bid
GCC10	<b>Delivery and Documentation</b>
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
GCC11	<b>Insurance</b>
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11A	The contractor carries insurance of R 3 million for both: <ul style="list-style-type: none"> <li>• public liability (including product liability) plus</li> <li>• professional indemnity</li> </ul>
SCC11B	NRF assets in custody of the contractor are insured for the value of the replacement value of the

	asset.
GCC12	<b>Transportation</b>
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC12	No additional requirements for this bid unless separately specified in scope of work/pricing schedule.
GCC13	<b>Incidental services</b>
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.4 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC13	<p>Incidental services to the operating and maintaining a back-up power facility including fuel, consumables, electrical distribution components i.e. breakers and maintenance services as determined by future unforeseen events for the duration of this contract.</p> <p>In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies contract number, quantity, delivery date, description, unit price, and delivery date as a minimum.</p>
GCC14	<b>Spare parts</b>
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p style="padding-left: 40px;">14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p style="padding-left: 40px;">14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
SCC14	Alternatively to GCC14 is to supply a ten year supply of spare parts, held either in escrow or by the



	<p>supplier. If the equipment is still used by NRF after this period, then GCC14 is reinstated.</p> <p>Spares are defined as all consumables, upgraded components, and replacement components including systems for all components of the back-up power solution.</p> <p>Prices for spare parts not included in this contract's initial price (SBD 7.1) agreed in advance and, upon agreement, confirmed through the issue of a written purchase order that specifies contract number, quantity, delivery date, description, unit price, and delivery date as a minimum. The contractor provides at commencement of the contract a list of spares, whether in stock or ordered in from overseas, and their unit prices, which is included in the list of returnable documents.</p>
<b>GCC15</b>	<b>Warranty</b>
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC15	The warranty periods in Clause 15.2 reading respectively twelve months shall read six years or years respectively for this contract.
<b>GCC16</b>	<b>Payment</b>
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16A	The period in 16.3 applies from the date of receipt of an invoice accompanied by NRF agreed proof of

	performance/delivery as recorded in the NRF systems.
GCC17	<b>Prices</b>
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
SCC17	Exceptions to the above clause for price adjustments are incidental services, changes in Value Added Tax as gazetted, diesel fuel, exchange rates, consumables, maintenance labour, and spare parts.
GCC18	<b>Contract amendment</b>
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	<b>Assignment</b>
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	<b>Subcontract</b>
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.
GCC21	<b>Delays in supplier's performance</b>
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of

	penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	<b>Penalties</b>
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	<b>Termination for default</b>
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: <p style="margin-left: 40px;">23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p style="margin-left: 40px;">23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p style="margin-left: 40px;">23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
SCC23.2A	In the event of the non-performance as per the agreed contract, the purchaser (NRF) will appoint an alternative service provider/supplier at the cost of the contracted service provider/supplier. The defaulting service provider/supplier is obliged to settle the damages/additional costs that the purchaser has incurred as result of the non-performance of the contracted service provider/supplier.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	<b>Anti-dumping and countervailing duties and rights</b>
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	<b>Force Majeure</b>
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall

	seek all reasonable alternative means for performance not prevented by the force majeure event
<b>GCC26</b>	<b>Termination for insolvency</b>
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>GCC27</b>	<b>Settlement of disputes</b>
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
<b>GCC28</b>	<b>Limitation of liability</b>
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>GCC29</b>	<b>Governing language</b>
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>GCC30</b>	<b>Applicable law</b>
	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

GCC31	<b>Notices</b>
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	<b>Taxes and duties</b>
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	<b>National Industrial Participation Programme</b>
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	<b>Prohibition of restrictive practices</b>
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

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

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard	CSD / Tax clearance letter where applicable
Declaration of Interest (SBD4)	Independent Price Determination (SBD 9)
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate.	
Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2 (if applicable), SBD 8, SBD 9) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

<b>NAME (PRINT)</b>	
CAPACITY	
SIGNATURE	

<b>WITNESS 1</b>	
NAME	
SIGNATURE	
<b>WITNESS 2</b>	
NAME	
SIGNATURE	
DATE	