



**iThemba  
LABS**  
Laboratory for Accelerator  
Based Sciences

## INVITATION TO BID

**The Procurement of a Five (5) Year Biannual Maintenance Service on the 1056 Cells Types OGi – 2000 BAE Battery at iThemba LABS, Faure, Western Cape.**

**Bidder Name:**

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**Bid Number:**

NRF/ILABS UPS1/15/2021-22

**Closing Date**

**9 February 2022**

**Closing Time:**

11:00 am

**Compulsory Briefing Session**

To be held virtually (via ZOOM app) on the **25 January 2022**. Bidders that are interested to attend must send an email to [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) before the **21 January 2022**. Details of the meeting will be shared with bidders that have shown interest to attend.

**Bid Box Address**

To be submitted electronically [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) or <https://filesend.nrf.ac.za/>

**Envelope Addressing**

Electronic submissions must be sent to [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) or <https://filesend.nrf.ac.za/>. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.

Bidders are to send an email to [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) post submission with the password to their financial envelope.

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# INTRODUCTION

## INTRODUCTION TO THE NRF

The National Research Foundation (“NRF”) is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the AGSA on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

## INTRODUCTION TO THE Ithemba LABS BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, providing facilities for:

- Basic and applied nuclear physics research using particle beams
- Research radiation biophysics
- Research in Material and Nano science
- Research in Accelerator Mass Spectrometry
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research.

Please visit the iThemba LABS website (<http://tlabs.ac.za>) for more information.

## CONTEXT OF THIS PROCUREMENT NEED

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

Reliable operations of the charged particle accelerators that comprise the heart of the research platforms are totally reliant on a high level of power quality. In order to deliver a reliable service to local and international research scientists, iThemba LABS realised early on, soon after the initial commissioning of the facility, that sustainable operation will only be possible with the aid of a standby power device to improve the quality of power supplied from the national electricity grid. The device that offered the best solution is a 4.4MVA Uninterruptable Power Supply (UPS) System. The capacity of the UPS was chosen to ensure that full accelerator operational requirements could be met at times of power disruptions. This UPS system is, therefore, considered as a backup source that protects critical loads against any abnormal events or incidents on the Eskom supply network. The system provides conditioned, and uninterrupted power to these sensitive loads. The correct functioning of the UPS relies on a stable energy storage source in the form of a lead-acid battery bank that has the capability of offering an autonomy of approximately 15 minutes.

This energy storage system represents a large investment towards its reliability and it is in the facility's best interest to capitalize on this investment by maximizing the lifespan of this system through proper maintenance procedure. Even though BAE OGi battery cells have a prescribed life expectancy of 20 years, adverse aspects can undesirably influence their natural life operationally. Thus, the reliability of this energy storage system necessitates an impeccable support and maintenance structure from a competent service provider in order to sustain the reliability of all 1056 battery cells. The facility is required to have a service level agreement (SLA) with that competent service provider who will be responsible to conduct routine maintenance and checking the reliability of the facility battery system, and any deviation detected will immediately be rectified, recorded data will be analysed further for intrinsic compliance and service report generated and issued to facility's responsible department.

The newly installed batteries on the UPS building were manufactured by BAE Batterien GmbH, Germany, and were handed over to iThemba LABS on 29 October 2015.

# PART A – CONTRACT

PRE-QUALIFICATION ELIGIBILITY CRITERIA			
NRF TRANSFORMATION			
Minimum status B-BBEE level or not?	Yes		
Minimum status level	2		
A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.			
<b>Verification certificate submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sworn affidavit submitted</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

INTERDEPENDENCIES IMPACTING THIS SPECIFICATION
<p>The biannual maintenance services on the BAE battery cells will preferably take place during plant scheduled maintenance shutdown. The first shut (Short shutdown) takes place in January and the second shut (Main or long shutdown) takes place in July-August of each year. The shutdown calendar and development period will be shared accordingly with the appointed supplier. The bidder must, though, be flexible to any change arising from these planned shuts.</p> <p>All battery cells are housed in the battery room that is included in the UPS building. This UPS building is independent of all other buildings within the iThemba LABS facility. This means the UPS building is provided with its own ventilation, drainage system, and has a dedicated power supply.</p>

DETAILED SPECIFICATIONS
<p>The UPS system uses BAE OGi single-cell, vented, or flooded lead-acid batteries (Model: 25 OGi 2000 VLA). Four battery banks each of 264 x BAE SECURA 25 OGi 2000 cells are installed. Each of the four 600V/600V UPS units has 264 battery cells installed on racks and, these batteries connected in series to provide a total battery voltage of approximately 586V (2.22V/cell x 264 cells) required for system operation. The batteries can provide 4.4MVA of clean and conditioned power for up to 15 minutes (discharge time) during forced power outage.</p> <p>Activities detailed below must form part of this agreement and be performed in accordance with IEEE 1188 &amp; 450-2010:</p> <ul style="list-style-type: none"> <li>• General appearance and cleanliness (visual inspection, visible cell damage signs of cell leak etc.)</li> <li>• Visual inspection of screws and cable connections to ensure all connections are tight</li> <li>• Battery system voltage</li> <li>• Electrolyte level inspection (Refill when if level is detected to be low – Appointed service provider responsible for the procurement of deionised water)</li> <li>• Charger output current and voltage</li> <li>• Measure the battery float charging current and voltage</li> <li>• Review results of battery monitoring system is in place and their operation</li> </ul>

- Measure the voltage of each cell and battery bank
- Battery/bank discharge and load test to determine its capacity and any measurements to track battery performance
- Pilot cell electrolyte temperatures
- Pilot cell specific gravity (electrolyte density)
- Transition boxes inspection, AC ripple current and interconnecting cable resistance
- Record the AC ripple voltage and current going to the battery banks
- Conduct a visual inspection of the battery room, making sure the overall environment is clean and free of dust and debris
- Inspect battery room's ventilation system to ensure its proper operation and room temperature
- Check integrity of the battery racks, clean and vacuum battery cells/room

All rerecorded data must be analysed further as per manufacturer's (BAE) requirements for intrinsic compliance and sustainability of reliability, and service report must be generated and issued to facility's responsible department. The appointed service provider must warrant reliability and functionality of the battery system under this contract. This reliable functionality must be maintained throughout the entire contractual period.

## DUE DILIGENCE OF CAPACITY AND CAPABILITY

### 1. The bidder provides as a minimum the following documents for conducting due diligence:

- 1.1. Demonstration of competency period of 5 years to the delivery of technical support, service, and maintenance of battery energy storage systems.
- 1.2. Submission of portfolio of maintenance service covering the schedule preventative maintenance of battery energy storage systems.
- 1.3. Submission of at least three (3) previous/current clients reference letters showing capability in the preventative maintenance of a battery energy storage systems.
- 1.4. Submission of CVs confirming the qualifications and experiences of suitably qualified staff elected to perform the service and maintenance of battery energy storage system.
- 1.5. The appointed service provider warrants reliability and functionality of the battery system under this contract (This warranty must be maintained throughout the entire contractual period).
- 1.6. Responsible person to submit proof of: - Department of Labour (DoL) accreditation as a Master Installation Electrician (MIE) and/or Engineering Council of South Africa (ECSA) registration as Professional Registered Technician/Technologist/Certificated Engineer/Engineer (Electrical Engineering)
- 1.7. This document (SBD 1) signed. (Refer to page 28 & 42)
- 1.8. Their declaration of interest with government (SBD 4). (Refer to page 32)
- 1.9. Their preference points claim (SBD 6.1). (Refer to page 33)
- 1.10. Their declaration of past SCM practices (SBD 8). (Refer to page 38)
- 1.11. Their declaration of independent bid determination (SBD 9). (Refer to page 38)

- 1.12. Their CSD Report reflecting legal details, registration numbers, details of directors' shareholding, and tax status.
- 1.13. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.

## **CONTRACT PERIOD**

The contract period for this bid contract is Five (5) years.

## **SPECIAL CONDITIONS OF CONTRACT MANAGEMENT**

(Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title).

### **Implementation, hand over, and product management**

The appointed bidder provides the delivery management as specified in the detailed specification. iThemba LABS will issue purchase orders as a project control tool and will monitor the execution of the schedule until the purchase order requirements are received on site.

After signing the contract, the appointed bidder must ensure that the battery energy storage system complies with the necessary norms to the original requirements, specifications and safety regulations.

A meeting between the appointed bidder and the iThemba LABS contract project manager shall take place to confirm that all specifications comply with finally agreed specification as well as to make sure that all standards conform to international and South African regulations.

### **Performance Verification**

The iThemba LABS appointed contract manager verifies the performance of this contract with reference to the required requirements and any other element specified in this contract:

1. The appointed bidder conducts maintenance and inspection tests and sends the report to the iThemba LABS contract manager.
2. iThemba LABS contract manager verifies the results on the report against the specifications.
3. The appointed bidder manages the maintenance and inspection activities process in accordance with accepted industry practice in consultation with the iThemba LABS contract manager.
- 4.
5. The appointed bidder will deliver to the site any deliverable required under this contract.
6. Both parties agree on quantity, unit cost, and total value on the same signed document.

### **Contract Due Diligence during the contract period**

iThemba LABS has the right to conduct supply chain due diligence including site visits and inspections at any given time during the contract period.

**Communication (General Condition of Contract Clause No: 31)**

The appointed bidder communicates in writing through regular mail, physical delivery, or email. The appointed bidder states the contract number and purchase order number on communication documentation. The contract bidder does not act upon any communication without the contract number or must verify such communication with the iThemba LABS contract manager prior to acting upon it.

**Performance Security (General Condition of Contract Clause No: 7)**

An acceptable financial performance bond is required where iThemba LABS pays an upfront deposit over an amount of R 1 million to the same value as any such upfront deposit.

**Inspections, tests and analyses (General Condition of Contract Clause No: 8)**

All activities that form part of this SLA by the appointed bidder are required to be performed, measured, and recorded in accordance with IEEE 450 and 1188. They serve as a means of checking and confirming the reliability of the BESS. Any deviation detected is immediately rectified, recorded data are analysed further for intrinsic compliance, and service reports generated and issued to iThemba LABS.

**Packing (General Condition of Contract Clause No: 9)**

Deionized water containers must be such that they prevents damage during transportation and storage

**Delivery and Documentation (General Condition of Contract Clause No: 10)**

The appointed bidder provides the following documentation, as a minimum in hardcopy and electronic format, on delivery of the service: Maintenance and inspection reports conforming with IEEE 450-2010 and the OEM (BAE Batterien GmbH) requirements.

**Payment (General Condition of Contract Clause No: 16)**

Payment terms are within 30 working days of receipt of invoice issued following successful acceptance tests and earlier where the invoices are accompanied by signed iThemba LABS delivery validation documents including proof of performance stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

It is in the interests of the appointed bidder to adhere to these to receive prompt payment. Any losses incurred through exchange rate variations or interest charged on late payment will be charged to the appointed bidder where these costs arose from non-adherence to the above.

**Prices (General Condition of Contract Clause No: 17)**

The price schedule for consumables delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid with iThemba LABS with the exception of any price adjustments authorized in this section.

1.	<b><u>Exceptions:</u></b> Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts.
2.	<b><u>Price Adjustment Rules:</u></b> Price adjustments and their corresponding rules for the managing of price risks on

	<p>the basis of the iThemba LABS and the appointed bidder sharing the risk equally.</p> <p><u>Replacement components</u> –iThemba LABS will consider price variations at the anniversary of the contract. The contract bidder provides detail reasons for price variations substantiated by evidence such as manufacturer’s increase letters, verifiable consumer price variations. iThemba LABS enters in negotiation on the submitted price variations. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.</p> <p><u>Additional Parts and Components</u> – iThemba LABS may require, as determined by future operational requirements, additional parts and components. iThemba LABS, in such event, will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country’s inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges.</p> <p><u>Exchange prices</u> – where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.</p> <p>The supplier is not responsible for custom duties or import taxes associated with any component imported into South Africa.</p>
3.	<p><b><u>Ceiling Price Calculation for price competition:</u></b> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.</p>
4.	<p><b><u>Commitment to Appointed Services Provider:</u></b> iThemba LABS, through the signed contract, guarantees its procurement of the equipment from the appointed party only where the appointed party meets or exceeds the contractual performance levels.</p>
5.	<p><b><u>Contract Price Management in terms of the Contract:</u></b> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.</p>

7.	<b>Contract Price:</b> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.
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**Termination for Default (General Condition of Contract Clause No: 23)**

In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

**PERFORMANCE LEVEL (General Condition of Contract Clause No: 22)**

If the appointed bidder fails to meet any performance level:

- a) Both iThemba LABS and the appointed bidder shall jointly investigate and report on the root causes of the performance level failure;
- b) Promptly correct the failure and begin meeting the set performance levels;
- c) Advise iThemba LABS as to the extent requested by iThemba LABS of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d) Take preventive measures to prevent the recurrence of the performance level failure.

**STATEMENT OF PERFORMANCE LEVELS**

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Delivery of the specified services	Both iThemba LABS and contractor jointly check and confirm specifications are met	Penalty – Replacement of failed parts and transport cost paid by contractor
Timeous delivery	Delivery delay exceeding 5 working days from the delivery date agreed upon between both parties.	Penalty – 10% of invoice value and the penalties in GCC 22 in the general clause section
Technical Specifications and adherence to full tender documents	Compliance with the technical specifications and quality requirements of service to those stipulated in the tender documents.	Penalty – No payment will be made as stipulated on GCC16.2. iThemba LABS may also consider termination of the contract as stipulated on GCC23.1.
Reporting and document control	A detailed maintenance report of activities performed in accordance with IEEE 450-2010 and the OEM (BAE Batterien GmbH) is required and should be submitted on or	Penalty – No payment will be made as stipulated on GCC 4.1, GCC16.2.

	within 1 week of the last working day. All documentation must be directed to the Project Manager: Prosper Ngongo. Email address is <a href="mailto:pngongo@tlabs.ac.za">pngongo@tlabs.ac.za</a> .	
Service Warranty	The appointed service provider must warrant reliability and functionality of batteries system under this contract and this warranty must be maintained until the next scheduled maintenance period	As stipulated on GCC 15.1,15.2, and any other additional warranty specified in SCC15.

## EVALUATION PROCESS

A multiple stage process, with sub-stages when required, is followed:

**Administrative stage (One):** (CSD registered/SBD's//Returnable document list/datasheet) Compliance with administrative and evaluation requirements as stated in Part A. All bidders that fail to meet these requirements are disqualified from further evaluation.

**Technical stage (Two):** Compliant bidders will be evaluated based on the technical compliance in Part A. This stage may consist of multiple sub-stages as set out in Part A. All bidders that fail to meet the technical minimum are disqualified from further evaluation.

**Scoring stage (Three):** Points are scored on the basis of Price as indicated on SBD 1 in accordance with the PPPFA.

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<b><u>Bidder Legislative Due Diligence Eligibility</u></b>			
Procurement Invitation (SBD 1), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 28 and 42
Declaration of Interest with Government (SBD 4), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 32
Preference Points Claimed (SBD 6.1), signed and completed with BBBEE certificate or sworn affidavit.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 33
Declaration of Past SCM Practices (SBD 8), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38
Certificate of Independent Bid Determination (SBD 9), signed and completed.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38
Central Supplier Database (CSD) Report reflecting legal details, registration numbers, details of directors' shareholding, and tax status	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 14
<b><u>Bidder Support Due Diligence Eligibility</u></b>			
A portfolio of three (3) or more maintenance services covering the schedule preventative maintenance of vented lead-acid (VLA) battery energy storage system within the last 5 years. The references must include value of the contract and duration of the contract.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6
Proof of Mater Installation Electrician (MIE) accreditation by the department of Labour and/or professional registration with Engineering Council of South Africa (ECSA – Electrical Engineering) of the responsible person with Five (5) or more years of experience.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6
CVs confirming the qualifications and experiences of suitably qualified staff elected to perform the service and	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6

## RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
maintenance of battery energy storage system. Elected person to have at least 2 years of experience.			
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 7
Minimum of three (3) contactable written references with contact details for those whom the bidder has completed similar work for within the last sixty (60) months (preferably last thirty-six (36) months) that meets the minimum threshold	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 6 & REFERENCE LETTER FORMAT FOR BIDDER40
Reference 1: From:			
Reference 2: From:			
Reference 3: From:			

<u>Pricing Competition Documents</u>			
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3) in the format provided in this document (separate envelope)	<b>M</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 26

## ELIGIBILITY CRITERIA (GO/NO-GO)

Note: The selection elements listed below are Go/No-Go criteria. Evaluation is done without percentage scoring.

Any Bidder that provides no details (submitted proof) on meeting any of the below-mentioned mandatory requirements will be disqualified from further evaluations.

## BIDDER NEEDS TO KNOW

### ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

### CENTRAL SUPPLIER DATABASE REGISTRATION

The NRF requests bidders 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.

### CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact 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.

### RESPONSE PREPARATION COSTS

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

### COUNTER PROPOSALS

No counter proposals are accepted as this is a request for quotation of supplies.

### TWO ENVELOPE SYSTEM

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase.

- a) All responses must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box.
- b) Bidders are required to package their response/Bid as follows:
  - **Envelope 1-part A:**     **Bid Forms and Compliance Response**
  - **Envelope 1-part B:**   **Technical Response (response to scope of work)**
  - **Envelope 2**            **:     Financial Proposal and Bid Submission Form**

**COLLUSION, FRAUD AND CORRUPTION**

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

**FRONTING**

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. 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.

**DISCLAIMERS**

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

**GENERAL 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 the National Research Foundation 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);

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National

Research Foundations;

“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;

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“Functionality” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

“Proof of B-BBEE status level of contributor” means:

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- c. 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.

#### **Checking Tax Compliance**

iThemba LABS verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services.

#### **Award and Contract Signing**

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

#### **Cancellation of the Bid prior to Award**

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

- a. Due to changed circumstances there is no need for the specified procurement in the document, or
- b. No bids meet the minimum required specification, or
- c. A material irregularity occurred in the bid process, or
- d. Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

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

## 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 in the Special Condition of Contract Section in above in Part A.**

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.

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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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
GCC4	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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 term 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 appointed 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 appointed 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 appointed 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 appointed 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>

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	<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 appointed 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 appointed 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 appointed 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>
<p>SCC5B</p>	<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> <ol 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> </ol> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ol 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> </ol> <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> <ol 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> </ol> <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>
<p>SCC5C</p>	<p><b>Protection of Private Information</b></p> <p>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</p>

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	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.
SCC7	The additional terms for performance securities as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
<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 inspection procedures as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
<b>GCC9</b>	<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.

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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	Additional packing requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
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.
SCC10	Additional delivery documentation requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
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.
SCC11	Professional indemnity insurance cover in accordance with SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 is required.
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.
GCC13	<b>Incidental services</b>
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 13.1.5 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.
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.
GCC14	<b>Spare parts</b>
14.1	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: 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 14.1.2 In the event of termination of production of the spare parts: 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 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.
GCC15	<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.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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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 additional warranty requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
GCC16	<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.
SCC16	Additional payment terms as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
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.
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	The requirements of sub-contractor management as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
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

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	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:  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;  23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or  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. h
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.
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	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  23.6.1 The name and address of the supplier and / or person restricted by the purchaser;  23.6.2 The date of commencement of the restriction  23.6.3 The period of restriction; and  23.6.4 The reasons for the restriction.  These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
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.
SCC23	The additional terms of termination as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.
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

## GENERAL CONDITIONS OF CONTRACT

	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
<b>GCC25</b>	<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, <p style="margin-left: 40px;">27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="margin-left: 40px;">27.5.2 The purchaser shall pay the supplier any monies due the supplier.</p>
<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; <p style="margin-left: 20px;">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</p> <p style="margin-left: 20px;">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.</p>
<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>
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>GCC31</b>	<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.
<b>GCC32</b>	<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.

## GENERAL CONDITIONS OF CONTRACT

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
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
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.

# PART B - PRICING

**Submit pricing in separate envelope (stand-alone)**

## SBD 3.2 NON - FIRM PRICING DETAIL

1.	<p><b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS 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> iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131</p>
2.	<p><b>Calculating the Bid Price:</b> iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.</p>
3.	<p><b>Price Adjustment Rules:</b> The rules for allowable price adjustments as stipulated in section SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 7 are applicable.</p>
4.	<p><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.</p>

## PRICING SCHEDULE

### PRICING SCHEDULE

**Provide Five (5) Year Biannual Maintenance Service on the 1056 Premium Flooded Lead-Acid 25 - OGi – 2000 BAE battery cells.**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Year 1 - Scheduled Service and maintenance</b>			
Battery Cells Service Maintenance	1056 Cells	R	R
Deionized Water (+/- 1000L per maintenance to top up of all battery cells from MIN to MAX level)	2000L	R	R
Travelling/Transport charges (rate per km)	_____ km	R	R
Accommodation per night (if applicable) – estimate		R	R
Other operational Charges (Please specify)		R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT for the 1 <sup>st</sup> year			R
<b>Year 2 - Scheduled Service and maintenance</b>			
Battery Cells Service Maintenance	1056	R	R
Deionized Water (+/- 1000L per maintenance to top up of all battery cells from MIN to MAX level)	2000L	R	R
Travelling/Transport charges (rate per km)	_____ km	R	R
Accommodation per night (if applicable) – estimate		R	R

**PRICING SCHEDULE**

**Provide Five (5) Year Biannual Maintenance Service on the 1056 Premium Flooded Lead-Acid 25 - OGi – 2000 BAE battery cells.**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Other operational Charges (Please specify)		R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT for the 2 <sup>nd</sup> year			R
<b>Year 3 - Scheduled Service and maintenance</b>			
Battery Cells Service Maintenance	1056 Cells	R	R
Deionized Water (+/- 1000L per maintenance to top up of all battery cells from MIN to MAX level)	2000L	R	R
Travelling/Transport charges (rate per km)	_____ km	R	R
Accommodation per night (if applicable) – estimate		R	R
Other operational Charges (Please specify)		R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT for the 3 <sup>rd</sup> year			R
<b>Year 4 - Scheduled Service and maintenance</b>			
Battery Cells Service Maintenance	1056 Cells	R	R
Deionized Water (+/- 1000L per maintenance to top up of all battery cells from MIN to MAX level)	2000L	R	R
Travelling/Transport charges (rate per km)	_____ km	R	R
Accommodation per night (if applicable) – estimate		R	R
Other operational Charges (Please specify)		R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT for the 4 <sup>th</sup> year			R
<b>Year 5 - Scheduled Service and maintenance</b>			
Battery Cells Service Maintenance	1056 Cells	R	R
Deionized Water (+/- 1000L per maintenance to top up of all battery cells from MIN to MAX level)	2000L	R	R
Travelling/Transport charges (rate per km)	_____ km	R	R
Accommodation per night (if applicable) – estimate		R	R
Other operational Charges (Please specify)		R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT for the 5 <sup>th</sup> year			R

# PART C - RETURNS

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid Number</b>	NRF/ILABS UPS1/15/2021-22
<b>Closing date and time</b>	<b>9 FEBRUARY 2022 at 11:00 am</b>
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
<b>HIGH LEVEL SUMMARY OF BID REQUIREMENTS</b>	
<p>Asset management can be regarded as the management of the facility's physical assets with the aim to optimize their overall effectiveness and process availability through their performance indicators and measurements. Vented/flooded lead-acid batteries are the electrochemical device that stores energy by performing chemical reactions. The chemical reaction process is rescindable, and battery cells can support several discharging and recharging processes with no consequence whatsoever. But, day by day these chemical processes reduce their efficiency and economic life cycle. The reduction will be so fast if it is not regularly maintained and inspected. It cannot serve as per its designed capacity and complete economic lifetime if improperly maintained.</p> <p>All 1056 vented/flooded lead-acid battery cells installed for our battery energy storage system (BESS) represents a large investment towards iThemba LABS' power supply protection and it is in the facility's best interest to capitalize on this investment by maximizing the lifespan of this system through proper maintenance procedure. The reliability of this BESS necessitates an impeccable support and maintenance structure to sustain the reliability.</p> <p>iThemba LABS is, therefore, required to have a service level agreement (SLA) with a competent service provider who will conduct maintenance biannually. This SLA will be combining preventive, predictive, and corrective battery maintenance structures. Battery cells voltage, general appearance, cleanliness, electrolyte level, visible damage, float voltage, electrolyte temperature, specific gravity, BESS voltage, charger output voltage, room temperature, ventilation equipment condition, monitoring equipment operation, connection resistance readings, rack condition, and integrity are activities that form part of this SLA and are required to be performed, measured, and recorded in accordance with IEEE 450 and 1188. They serve as a means of checking and confirming the reliability of the battery cells, testing their performance and state-of-health. Any deviation detected is immediately rectified, recorded data are analysed further for intrinsic compliance, and service reports are generated and issued to iThemba LABS.</p>	
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>	
<b>Number of ORIGINAL bid documents for contract signing</b>	<b>2</b>
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification	

and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. 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.

**Number of EVALUATION copies** (Mark pages as "Evaluation Copy" and number all pages sequentially):

Electronic submissions must be sent to [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) or <https://filesend.nrf.ac.za/>.

Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response.

The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email.

Bidders are to send an email to [scm3@tlabs.ac.za](mailto:scm3@tlabs.ac.za) post submission with the password to their financial envelope.

**TWO ENVELOPE SYSTEM**

**YES**

**PRICE VALIDITY PERIOD FROM DATE OF CLOSURE**

150 days

**Bidding procedure enquiries are directed in writing to:**

**Technical information queries are directed in writing to:**

Section	Supply Chain Management	Section	General Technical Support – Electrical Division
Contact person	Mr O Mxenge / Ms L Gordon	Contact person	Project Manager: Mr Prosper Ngongo
E-mail address	<a href="mailto:scm3@tlabs.ac.za">scm3@tlabs.ac.za</a>	E-mail address	pk.ngongo@ilabs.nrf.ac.za

## SUPPLIER INFORMATION

**Name Of Bidder**

<b>Postal Address</b>			
<b>Street Address</b>			
<b>Telephone Number</b>			
Code		Number	
<b>Cell Phone Number</b>			
Code		Number	
<b>Facsimile Number</b>			
Code		Number	
<b>E-Mail Address</b>			
<b>VAT Registration Number</b>			
<b>Tax Compliance Status</b>	Tax Compliance System PIN		Central Supplier Database No. MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b>			
<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 questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

### **BID SUBMISSION**

1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped
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) with its special conditions of contract, and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7).

### **TAX COMPLIANCE REQUIREMENTS**

1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
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>
4.	Bidders may also submit a printed TCS certificate together with the bid.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

#### 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 National 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:

- a. The Bidder is employed by the State; and/or
- b. 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	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

**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

## SBD 6.1 - PREFERENCE POINTS CLAIMED

included); and

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

The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	100

1.2. 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.

1.3. 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.

### 1.4. 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:

<b>80/20 :</b>	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	<b>90/10 :</b>	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where  $P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 2. 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>B-BBEE Status Level of Contributor</b>	1	2	3	4	5	6	7	8	Non-compliant contributor
<b>Number of points (90/10 system)</b>	10	9	6	5	4	3	2	1	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

<b>Number of points (80/20 system)</b>	20	18	14	12	8	6	4	2	0
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### 3. 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 AND 2**

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

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 4. SUB-CONTRACTING

- Will any portion of the contract be sub-appointed?

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be sub-contracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
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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>		

## SBD 6.1 - PREFERENCE POINTS CLAIMED

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**5. 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 proprietor
- 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: .....

## SBD 6.1 - PREFERENCE POINTS CLAIMED

- 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 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. 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 –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) 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
  - (e) Forward the matter for criminal prosecution.

## 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: <ul style="list-style-type: none"> <li>a. Has been requested to submit a Bid in response to this Bid invitation;</li> <li>b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</li> <li>c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</li> </ul>
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

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:

- a. Prices;
- b. Geographical area where product or service will be rendered (market allocation);
- c. Methods, factors or formulas used to calculate prices;
- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

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 FOR BIDDER

<b><u>Referee Legal Name:</u></b>			
<b><u>Company:</u></b>			
<b>Bid Number:</b>	NRF/ILABS UPS1/15/2021-22		
<b>Bid Description:</b> Procurement of Five (5) Year Biannual Maintenance Service on the 1056 Cells Types OGi – 2000 BAE Battery at iThemba LABS, Faure, Western Cape			
Describe the service/work the above bidder provided to you below			
<b>Criteria/Risks</b>	<b>Below requirements</b>	<b>Meets requirements</b>	<b>Exceeds requirements</b>
Quality of rendered services as measured against your service level			
Satisfied with work done			
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>			

## ANNEXURES – LIST of INSERTED DRAWING

Annexure Number	Annexure Title
1	BAE 25-OGi-2000, VLA battery cell - Technical specification
2	Battery Room and Cells connection

## BID SIGNATURE (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. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. 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. 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 during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

- a) Part A
- b) Part B – Price Schedule
- c) Part C including annexures in support of the bid

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

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



## Technical Specification for Stationary VLA - Cells

### 1. Application

BAE OGi - cells are suitable for backup power applications where operational safety and long service-life is a top priority. The OGi performs extremely well where discharge currents are required for short duration discharge times. It also works very well when these short discharge demands are coupled with continuous loads over longer duration discharge times.

BAE uses a round-grid flat-plate design for its OGi cells. Due to its excellent lead-mass and grid plate a long operational life and a very good high-current performance is realized. The sleek straight-walled containers and bridge-supported plates provide a high power-density in a compact foot-print. The transparent container allows visibility and control for easier maintenance and service.

They are used as a stand-by energy source in transmission and/or distribution substations, as well as in data centers for UPS; for emergency lighting equipment and other applications requiring higher short duration rates.

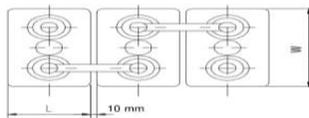


### 2. Types, capacities, dimensions, weights

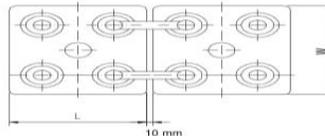
Type	1 min 25°C	C <sub>1</sub> 25°C	C <sub>4</sub> 25°C	C <sub>8</sub> 25°C	C <sub>12</sub> 25°C	R <sub>i</sub> 1)	I <sub>k</sub> 2)	Length (L)	Width (W)	Height (H)	Weight dry	Weight filled	Lead mass
U <sub>e</sub> V/cell	Amps 1.75	Ah 1.75	Ah 1.75	Ah 1.75	Ah 1.75	mΩ	kA	inch	inch	inch	lbs	lbs	lbs
5 OGi 400	511	229	351	415	433	0.450	4.5	5.71	8.11	27.44	60.7	90.5	51.5
6 OGi 480	589	273	420	498	504	0.375	5.4	5.71	8.11	27.44	68.9	98.2	60.1
7 OGi 560	697	317	492	582	574	0.321	6.3	5.71	8.11	27.44	77.0	105.4	68.8
8 OGi 640	773	361	560	664	643	0.281	7.2	5.71	8.11	27.44	85.1	113.1	77.5
9 OGi 720	848	393	600	702	707	0.250	8.1	5.71	8.11	27.44	93.2	120.4	86.1
10 OGi 800	1130	464	700	824	855	0.225	9.0	8.27	7.52	27.44	112.3	149.3	99.2
11 OGi 880	1111	499	756	896	937	0.205	9.9	8.27	7.52	27.44	120.3	156.9	107.8
12 OGi 960	1292	537	792	928	1010	0.188	10.8	8.27	7.52	27.44	128.4	164.3	116.5
13 OGi 1040	1314	595	912	1080	1085	0.173	11.7	8.27	9.17	27.44	138.2	184.2	125.2
14 OGi 1120	1500	635	956	1128	1158	0.161	12.6	8.27	9.17	27.44	146.7	192.3	133.8
15 OGi 1200	1524	663	992	1160	1227	0.150	13.5	8.27	9.17	27.44	154.8	199.6	142.5
16 OGi 1280	1659	729	1116	1320	1281	0.141	14.4	8.27	10.83	27.44	165.6	220.4	151.2
17 OGi 1360	1683	760	1156	1360	1353	0.132	15.3	8.27	10.83	27.44	173.6	228.1	159.8
18 OGi 1440	1811	794	1192	1392	1424	0.125	16.2	8.27	10.83	27.44	181.7	235.5	168.5
19 OGi 1520	2016	873	1324	1568	1629	0.118	17.1	8.27	14.17	26.34	195.6	269.2	178.8
20 OGi 1600	2173	917	1392	1648	1701	0.113	18.0	8.27	14.17	26.34	203.6	276.6	187.4
21 OGi 1680	2259	961	1460	1728	1775	0.107	18.9	8.27	14.17	26.34	211.4	283.6	196.0
22 OGi 1760	2338	995	1504	1768	1856	0.102	19.8	8.27	14.17	26.34	219.7	291.1	204.6
23 OGi 1840	2421	1026	1536	1792	1923	0.098	20.7	8.27	14.17	26.34	228.2	298.3	213.3
24 OGi 1920	2499	1059	1572	1832	1990	0.094	21.6	8.27	14.17	26.34	235.7	305.8	222.0
25 OGi 2000	2580	1135	1740	2048	2042	0.090	22.5	8.27	17.32	26.34	248.8	339.7	230.6
26 OGi 2080	2655	1179	1808	2128	2114	0.087	23.4	8.27	17.32	26.34	256.8	347.2	239.3
27 OGi 2160	2734	1218	1864	2192	2175	0.083	24.3	8.27	17.32	26.34	265.0	354.6	248.0
28 OGi 2240	2808	1250	1896	2224	2247	0.080	25.2	8.27	17.32	26.34	273.2	361.8	256.6
29 OGi 2320	2884	1290	1932	2264	2317	0.078	26.1	8.27	17.32	26.34	281.4	369.6	265.3
30 OGi 2400	2956	1321	1964	2288	2376	0.075	27.0	8.27	17.32	26.34	289.4	376.9	274.0

1) Internal resistance from IEC 60896-11; 2) Short circuit current from IEC 60896-11; All data is subject to change. Height (H) is the maximum distance between container bottom and top of bolts in assembled condition.

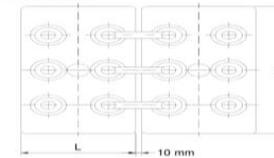
### 3. Terminal positions



5 OGi 400 to 9 OGi 720



10 OGi 800 to 18 OGi 1440



19 OGi 1520 to 30 OGi 2400

## ANNEXURES 2



