



**National
Research
Foundation**

Invitation to Quote

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

Quote Number NRF/SAIAB 33-2023

SHORT DESCRIPTION OF REQUIREMENT

Appointment of a service provider to provide optical low volume oxygen sensing equipment and spare components that will compliment and expand the existing system (Loligo Systems and PreSens Precision Sensing) for a period of 5 years.

INVITATION TO QUOTE (SBD 1A)

Quote Number

NRF/SAIAB 33-2023

Closing Date and Time (as per NRF systems)

15 November 2022 at 11:00

HIGH LEVEL SUMMARY OF REQUIREMENTS

The South African Institute for Aquatic Biodiversity (SAIAB) seeks to appoint a service provider to provide additional, spare and updated components of optical low volume oxygen sensing equipment that will compliment and expand the existing system currently being used at our laboratory facilities based in Grahamstown/Makhanda for a period of 5 years. The existing oxygen sensing equipment and components include:

- (1) PreSens Precision Sensing
- (2) Loligo Systems

For the initial purchase request, a 1700 microlitre 24-chamber glass microplate and spare oxygen sensor spots (to replace sensor spots on a current 80 microlitre microplate that is in use at the laboratory facility) will be required.

Detailed specifications and requirements available on page 7 of this document.

RESPONSE DOCUMENTS ARE DELIVERED TO:

EMAIL DELIVERY AS FOLLOWS:

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

ONLY PDF DOCUMENTS ARE ACCEPTABLE

Bidding procedure enquiries may be directed in writing to:

Technical information may be directed in writing to:

Section

SCM

Section

Lab coordinator

Contact person

Mr Nkosi Khuzwayo

Contact person

Seshnee Reddy

E-mail address

n.khuzwayo@saiab.nrf.ac.za

E-mail address

s.reddy@saiab.nrf.ac.za

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

Tax Compliance Status

Tax Compliance System PIN

OR

Central Supplier Database No.

MAAA

B-BBEE Status Level Verification Certificate

Tick Applicable Box.

☐ Yes ☐ No

B-BBEE Status Level Sworn Affidavit

Tick Applicable Box.

☐ Yes ☐ No

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

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

☐ Yes ☐ No
If yes enclose proof

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

☐ Yes ☐ No
If yes, answer the questionnaire below

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No
Does the entity have a branch in the RSA?	☐ Yes ☐ No
Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No
Does the entity have any source of income in the RSA?	☐ Yes ☐ No
Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No

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

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. VALIDITY PERIOD FROM DATE OF CLOSURE

60 days

4. BRIEFING SESSION OR SITE VISIT DETAILS

Attendance:	Not applicable
Date and Time:	Not applicable
Venue:	Not applicable
Address:	Not applicable
Contact Person:	Not applicable

5. THE BIDDING SELECTION PROCESS

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

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

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

Stage 2C – Due Diligence Research

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

Stage 3 – Price/Preference Evaluation

Basis of fair competition:

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

Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

Stage 4 – Checking Tax Compliance

Stage 4A – Taxpayers Resident in South Africa

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

Stage 4B – Non-Resident Foreign Bidders

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

Stage 5 – Award and Contract Signing

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

6. ACKNOWLEDGEMENT OF READING EACH PAGE

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

7. CENTRAL SUPPLIER DATABASE REGISTRATION

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

8. CLARIFICATION

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

9. RESPONSE PREPARATION COSTS

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

10. COLLUSION, FRAUD AND CORRUPTION

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

11. FRONTING

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

12. DISCLAIMERS

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

13. CANCELLATION OF THE QUOTATION PRIOR TO AWARD

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

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

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

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

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

SBD 1 SIGNATURE

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

DATE:

SCOPE OF WORK

INTRODUCTION TO THE NRF

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

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

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

CONTEXT OF THIS PROCUREMENT

The South African Institute for Aquatic Biodiversity (SAIAB) seeks to appoint a service provider to provide additional, spare and updated components of optical low volume oxygen sensing equipment that will compliment and expand the existing system currently being used at our laboratory facilities based in Grahamstown/Makhanda for a period of 5 years. The existing oxygen sensing equipment and components include:

(1) PreSens Precision Sensing

(2) Loligo Systems

Oxygen sensing equipment is used to measure the oxygen consumption rate of early life stages of aquatic fish and invertebrate species exposed to different treatment conditions in the laboratory.

For the initial purchase request, a 1700 microlitre 24-chamber glass microplate and spare oxygen sensor spots (to replace sensor spots on a current 80 microlitre microplate that is in use at the laboratory facility) will be required.

CONTRACT PERIOD

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

DETAILED SPECIFICATION

1700 microlitre 24-chamber microplate:

- Compatible with the PreSens Precision Sensing SDR Reader.
- Contains 24 chambers/wells, therefore capable of taking 24 measurements simultaneously.
- Each chamber mounted with individual oxygen sensor spots to allow for non-invasive measurement technology.

Oxygen sensor spots

- Compatible with Loligo Systems glass microplates.
- Compatible with 80 microlitre Loligo system glass microplate.
- Batch number: SP-PSt5-1547-03

SETS OF QUOTATION DOCUMENTS REQUIRED

Number of ORIGINAL bid documents for contract signing 1

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

RETURNABLE DOCUMENTS REQUIRED

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

Legislative/Technical Documents	Compliance			
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document
<u>Bidder Eligibility</u>				
Procurement Invitation (SBD 1), signed and completed.	M	☐ Yes ☐ No	Page 6	
Bidder Disclosure (SBD 4), signed and completed.	M	☐ Yes ☐ No	Page 15	
Preference Points Claimed (SBD 6.1), signed and completed.	M	☐ Yes ☐ No	Page 18	
Tax compliance status of foreign suppliers with tax obligations in South Africa.	M	☐ Yes ☐ No	Page 3	
<u>Selection Criteria</u>				
Service provider is an authorised distributor and service agent of the manufacturer. Letter from the manufacturer to be provided.	M	☐ Yes ☐ No		
Service provider has at least 5 years of experience in manufacturing and providing components of optical oxygen sensing equipment.	M	☐ Yes ☐ No		
<u>Due diligence of Eligibility</u>				
Three (3) written references with contact details for those customers for whom the bidder has completed work within the last sixty months (preferably last thirty-six months) that meets the minimum threshold of “Meets requirements” or, contact details of three customers for the last two years where practical to enable verbal references.	M	☐ Yes ☐ No	Page 22	
<u>Price Offered Documents</u>				
Compliance				
Pricing (SBD 3) in this document to be completed.	M	☐ Yes ☐ No	Page 11	
Detailed pricing schedules and supporting documents	O	☐ Yes ☐ No		

PRE-QUALIFICATION ELIGIBILITY CRITERIA

LOCAL CONTENT AS SPECIAL CONDITION OF CONTRACT

Legislative local content	Not Applicable
NRF specific local content	Not Applicable

ECONOMIC EMPOWERMENT AS SPECIAL CONDITION OF CONTRACT

Pre-Qualifying Criteria	A minimum B-BBEE status level	Not Applicable
Pre-Qualifying Criteria	An exempted micro enterprise (EME) or qualifying small enterprise (QSE)	Not Applicable
Pre-Qualifying Criteria	At least 51% owned by black people	Not Applicable
Pre-Qualifying Criteria	At least 30% owned by black women	Not Applicable
A bidder failing to meet any of the stipulated pre-qualifying criteria is automatically disqualified.		

ELIGIBILITY CRITERIA (GO/NO-GO)

Selection Element		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	Fully completed Procurement Invitation (SBD 1) including all documents in the Bidder Eligibility section, and signed Bid Submission Certificate form.	☐ YES ☐ NO	Returnable Documents' Bidder Eligibility section on page 8	
2	Service provider is an authorised distributor and service agent of the manufacturer. Letter from the manufacturer to be provided.	☐ YES ☐ NO		
3	Service provider has at least 5 years of experience in manufacturing and providing components of optical oxygen sensing equipment.	☐ YES ☐ NO		
4	Evaluation of references demonstrates that the reference letters meet the minimum threshold of "Meets requirements" against the risk areas listed in the reference letter template or, contact details of three customers for the last two years where practical to enable verbal references.	☐ YES ☐ NO	Returnable Documents' Due diligence of Eligibility on page 8	

SBD 3.1: PRICING DETAIL

Pricing Special Conditions

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

PRICING SCHEDULE

SBD 3.1: PRICING DETAIL

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

	QTY	DESCRIPTION/ (Reference to specific specification)	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	1	1700 microlitre 24-chamber microplate	Each		
2	2 (10 piece)	Oxygen sensor spots (Compatible with 80 microlitre Loligo Systems microplate, Batch number: SP-PSt5- 1547-03)	Each		
Total is determined by multiplying quantity by unit price for all line items (Costs must all be VAT inclusive at all times.)					
TOTAL OF ABOVE				R	

GENERAL CONDITIONS OF CONTRACT

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

SPECIAL CONDITIONS OF CONTRACT

- 1 **Implementation Planning and Project Management:** The contracted provider will arrange an initial meeting to determine delivery execution with the assigned NRF project team. Both parties will review the proposed project execution plan submitted with the bid and agree on the finalised timetable stating clearing commence date and completion date of each stage of the implementation.
- 2 **Performance verification:** In terms of GCC Clause 16 read with the SCC Clause 16.2A, the NRF appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.
- 3 **Software Maintenance Service:** The contracted provider, during any paid software maintenance service term, provides software maintenance service for the licensed program(s) which consist of delivering subsequent releases of the program, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the program that are directly attributable to the contract provider, and (b) correct such errors in the next available release, provided the NRF provides the contract provider with sufficient information to identify the errors. The NRF, during the same paid software maintenance service term, is entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, electronic mail, and any digital communication methods with the installation and/or use of the then-current release of the licensed program, including all available bug fixes and patches, and their interaction with the supported hardware and operating systems ("Platforms").
- 4 **Contracted Party Due Diligence:** The NRF has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
- 5 **Communication:** The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.
- 6 **Occupational Health and Safety when working on NRF sites:** All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the work site. All personnel are to obey the

GENERAL CONDITIONS OF CONTRACT

relevant instructions, including signage, related to restricted access and speed limits on all sites.

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

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

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

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

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

MANAGEMENT OF PERFORMANCE LEVELS

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

MANAGEMENT OF PERFORMANCE LEVELS

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

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Delivery of the specified goods and/or services	Both parties 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 set in the placed purchase order	Penalty – 10% of invoice value and the penalties in GCC 22 in the general clause section
Repairs service (taking into account the logistics route in the purchase order instruction)	Initial call response time – 24 hours; Delivery within 72 working hours of the agreed delivery date stated in the issued purchase order	Where 72 hours exceeded, the penalty is 5% of the original invoice value for each day late

SBD 4 - BIDDER DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2 BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

SBD 4 - BIDDER DISCLOSURE

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 4 - BIDDER DISCLOSURE

the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

1.2. Points for this bid shall be awarded for:

1.2.1. Price; and

1.2.2. B-BBEE Status Level of Contributor

The maximum points for this bid are allocated as follows:	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

"B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

"EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

"prices" includes all applicable taxes less all unconditional discounts;

"proof of B-BBEE status level of contributor" means:

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

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

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

3. 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:

80/20

or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$\text{or } P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%

2. The name of the sub-contractor.....

3. The B-BBEE status level of the sub-contractor.....

PREFERENCE POINTS CLAIMED (SBD 6.1)

4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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 √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

PREFERENCE POINTS CLAIMED (SBD 6.1)

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. 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 1.4 and 6.1, 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.

REFERENCE LETTER FORMAT

Referee Letterhead

Referee Legal Name:

REFERENCE ON COMPANY:

Bid Number:

NRF/SAIAB 33-2023

Bid Description Appointment of a service provider to provide optical low volume oxygen sensing equipment and spare components that will compliment and expand the existing system (Loligo Systems and PreSens Precision Sensing) for a period of 5 years.

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

Criteria / risks	Below requirements	Meets requirements	Exceeds requirements
Professionalism			
Completion times			
Satisfaction with work done			
Availability of spares			
Technology up to date			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

GENERAL CONDITIONS OF CONTRACT

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

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

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

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

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

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

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Quotation Invitation inclusive of any annexures thereto
Bidder’s responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard	
Bidder Disclosure (SBD 4)	
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017, supported by a valid certified BBBEE certificate.	
General Conditions of Contract and special/additional conditions of contract as set out in this document	

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

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

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

I certify that the information furnished in these declarations (SBD 3, SBD 4, SBD 6.1, SBD 6.2 (if applicable)) is correct and I

BID SUBMISSION CERTIFICATE FORM - (SBD 1)

accept that the NRF may reject the Bid or act against me should these declarations prove to be false.

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

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESS 1

NAME

SIGNATURE

WITNESS 2

NAME

SIGNATURE

DATE