

# **Invitation to Quote**

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

Quote Number: NRF/CORP EM RFQ 02B/2023

# SHORT DESCRIPTION OF REQUIREMENT

THE APPOINTMENT OF A SERVICE PROVIDER WITH A CIDB GRADING OF 2CE OR HIGHER TO CONSTRUCT A BOREHOLE FULLY EQUIPPED WITH PUMP, FILTRATION AND STORAGE TANKS AT THE NATIONAL RESEARCH FOUNDATION HEAD OFFICE IN BRUMMERIA, PRETORIA.

INVITATION TO QUOTE (SBD 1A)			
Quote Number NRF/CORP EM RFQ 02B/2023			
Closing Date and Time (as per NRF systems)	04 SEPTEMBER 2023 @ 15:00 PM		

# HIGH LEVEL SUMMARY OF REQUIREMENTS

The NRF seeks to appoint a service provider with a CIDB grading of 2CE or higher to construct a borehole fully equipped with pump, storage tanks at the National Research Foundation Head Office in Brummeria, Pretoria. The NRF has identified the necessity to embark on a water contingency project to assist the head office to reduce operational costs related to water consumption.

# **FRAUD ALERT!**

It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. Do not fall for it, it is a scam!

The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid.

Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

	ON		
Date: Time: Venue: Address:		29 August 2023 11:00 am National Research Foundation Auditorium Meiring Naude Road, Brummeria, Pretoria, 0184	
R	ESPONSE DOCUMENTS A	ARE DELIVERED	VIA EMAILS:
EMAILS ADDRESS:  RFQ@nrf.ac.za  Size of the email (docu	ıment): 20MB	No physical or hand-delivered submissions will be accepted.      Bidders must use the bid reference number: NRF/CORP EM RFQ 02B/2023, as the subject line when submitting proposals.	
Bidding procedure ento:	quiries may be directed in writing	Technical information	may be directed in writing to:
Section	Supply Chain Management	Section	Estate Management
Contact person	Vutivi Sithole	Contact person	Ovayo Mjamekwana
E-mail address	VS.Sithole@risa.nrf.ac.za	E-mail address	O.Mjamekwana@risa.nrf.ac.za

SUPPLIER INFORMATION					
Name Of Bidder					
Postal Address					
Street Address					
Telephone Number					
Code Num	ber				
Cell Phone Number					
Code Num	ber				
Facsimile Number					
Code Num	ber				
E-Mail Address					
VAT Registration Number					
Tax Compliance Status Tax Compliance System PIN		OR	Central Supplier Datal No.	pase	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Bo  ☐ Yes ☐ No	ox.	B-BBEE Status Level Sworn Affidavit	Tick Applic	cable Box. No
[A B-BBEE status level verification cert preference points for B-BBEE]	tificate/ sworn affi	idavit (for E	MEs & QSEs) must be	submitted	l in order to qualify for
South Africa for the goods [If yes enclose goods/services/ works [If yes					☐ Yes ☐ No f yes, answer the estionnaire below]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
Is the entity a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No					☐ Yes ☐ No
Does the entity have a branch in the RSA? ☐ Yes ☐ No					☐ 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:

- Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
   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, 2022, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.

#### 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

# 3. TWO ENVELOPE SYSTEM

No

service of the state, or close corporations with members persons in the service of the state.

#### 4. VALIDITY PERIOD FROM DATE OF CLOSURE

60 days

#### 5. THE BIDDING SELECTION PROCESS

#### Stage 1 - Compliance to submission requirements

Bidders warrant that their proposal document has, as a minimum; the specified documents required for evaluating their proposals as set out in the Returnable Document List and conform to all the terms, conditions, and specifications as set out in this document.

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

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

Stage 2A - Evaluation of Bids against Specifications including Quality

The NRF evaluates each bidder's written response to the specifications issued in accordance to published evaluation criteria set as in Section D.

#### Stage 2B – Due Diligence Interviews or Proof of Delivery/Concept against Specifications

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

Stage 2C - Due Diligence Research

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

# **TERMS AND CONDITIONS FOR BIDDING (SBD 1B)**

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

<u>Procurement not required:</u> 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.

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

<u>Insufficiency of Funds or Quotations not within a fair price range:</u> The NRF cancels the Quotation Invitation prior to making an award if the funds are no longer available to cover the total envisaged expenditure or if the price offered by the bidder scoring the highest points is not market related.

The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation. The NRF only negotiates price, and no other component, 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.

#### **CONTEXT OF THIS PROCUREMENT**

The National Research Foundation (NRF) has identified the necessity to embark on a water Contingency project to assist the head office to reduce operational costs related to water consumption, and aid business continuity. The NRF seeks to appoint a service provider with a CIDB grading of 2CE or higher to construct a borehole fully equipped with pump, filtration and storage tanks at the head office of the National Research Foundation in Brummeria, Pretoria.

#### **CONTRACT PERIOD**

The contract period for this bid contract is for the duration of the underlying bid until completed and signed off.

#### **DESCRIPTION OF GOODS/DETAILED SPECIFICATION**

# SCOPE OF WORK

The appointed bidder will be required to perform a water survey, drill, construct and equip the borehole with a submersible pump. The borehole must be connected to the NRF irrigation system. The borehole must have storage system. The execution of the works must be in full compliance with relevant provisions of the Water Act.

In the case that the bidder after exhausting all practical methods of finding the ground water fails, the bidder will be compensated according to the work they have completed.

#### 1. THE WORKS INCLUDED IN THE CONTRACT CONSIST OF THREE STAGES:

#### 1.1 STAGE 1: HYDROLOGICAL STUDY AND SURVEY TO CONFIRM THE OPPORTUNITY FOR A BOREHOLE

- The appointed service provider must perform the borehole water survey using geological and hydrogeological maps in conjunction with the appropriate industry equipment to plot the hydrologic and geologic features of the ground on the NRF premises.
- The appointed service provider must accurately detect water and determine the depth as well as obstacles that can prevent efficient water extraction. All the work to be performed must conform to Water Services Act, Regulations, compulsory national standards and measures to conserve water.
- The appointed bidder must indicate the best drill spot for the borehole.
- The appointed bidder must identify and clearly indicate the drill point on the NRF premises.
- The appointed bidder must provide a detailed survey report estimates for approximate minimum and maximum depths
  of possible water-bearing rock formations.

#### 1.2 FORMAL SUBMISSION TO GOVERNING AGENCIES.

 The appointed bidder must make applications and acquire permits for drilling a borehole from relevant authorities on behalf of the NRF. The appointed bidder must obtain Water Use Licence (WULA) and all other necessary documents as per the local authority requirements at the time of application.

#### 2. STAGE 2: EXECUTION OF WORKS

#### 2.1. STAGE 2 CONSISTS OF THE FOLLOWING:

- Drilling (0-100m)
- Drilling (101-150m)
- Drilling (151-200m)
- Casing P/M
- Yield Test 4x each
- Water Quality Test x1 each
- Supply and installation of a suitable size electric submersible pump x1 each
- Supply and connection of a suitable pump from storage tanks to irrigation system supply x1 each
- Digital Protection Box x1 each
- Scotch cast heat shrink cable joint x1 each
- Pratley box 1x each
- Galv meter box x1each
- Submersible cable 16mm x 4Core x200 each.
- Arm Armoured Cable 16mm 4 Core x30 each
- Pipe HDPE 50mm PN25 x230 each
- Rope 201M x1 each
- UPVC pipe 50mm PN16 24x each
- Lot interconnecting fittings x1 each
- Float switch 10m x1 each
- Ball valve 50mm x6 Each-
- Complete with flow control x2 each
- Suction pipework 1x each
- Sundries 1x each

#### 2.2. LOCAL CONDITIONS

• The borehole will be drilled, constructed and test pump in both unconsolidated and consolidated formation and the Borehole Contractor must be prepared to carry out the required work through any type of formation in the project area.

2.3 PLATFORMS FOR 5000 LITRE TANKS

The bidder must supply and deliver three (3) 5000 Litres Polyethylene SABS-approved Eco-friendly vertical water tanks including a 20 mm plastic taps, water tank float valve kits and all other tank accessories (the float valve) are for the control of borehole pump

operation. The storage tanks must be elevated to a height of 0.7m to 2,5m.

2.4 CEMENTATION

Any cementation works not mentioned in the document must be done to ensure that the borehole is fully functional and operational.

3. STAGE 3: DEVELOPMENT

The borehole contractor must furnish all necessary pumps, compressor, plungers, bailing or other needed equipment

and shall develop the borehole by such approved methods as shall be necessary to give the maximum yield of water

per increment of drawdown and extract from the formation of maximum practical quality of such sands as may, during

the life of the borehole, be drawn through the screens when the borehole is operating under maximum conditions of

draw down.

3.1 TEST PUMPING

The borehole contractor shall make necessary arrangements with NRF Representative for conducting a 24-hour

continuous test pumping. Where the NRF representative cannot be present on such pumping test, the borehole

contractor may continue without him keeping accurate records of the test in terms of discharge and stabilizing point of the pump. Should the borehole contractor fail to keep such records, the NRF representative shall order the test to be

repeated at no extra cost.

3.2 SAMPLE FORMATION

• The borehole contractor shall keep an accurate record of the top and bottom of each stratum penetrated and to be

handed over to the NRF Project Manager. A sample of materials taken at every change of formation; those samples

shall be placed in approved borehole contractor supplied containers with labels which indicate the depth at which the

sample was obtained.

3.3 TERMINATION OF WORK

The NRF representative reserves the right to stop drilling operations if in his opinion:

A sufficient supply of water has been obtained.

The work is not being carried out in a satisfactory manner or further drilling is unlikely to be advantageous or for any

other reason.

• In this event, payment shall be made only for work done up to the date of termination.

3.4 SUPPLY AND INSTALLATION OF PUMP

The Borehole Contractor shall supply and install:

All necessary electrical equipment for the pump such as control panel with starter, ammeter, single phasing cut-out,

low voltage cut-out and all necessary cables for connection.

- All necessary Piping to carry water from inside borehole to the surface/ to water storage tank.
- Pressure gauges, gate valves, non-return valves before the master, and Master meter for measuring the water from the borehole.

**Note on Pump Installation:** The Borehole Contractor shall install the borehole pump complete with all necessary accessories. The borehole contractor shall make the necessary electrical connections and include in his pricing all cables, starter-panels, switches etc. required to put the pump in operation. The final production pump to be installed in the newly drilled borehole shall be determined and installed as per the actual conditions encountered on completion of the drilling works.

#### 3.5 SUPPLY AND INSTALLATION OF WATER METER AND TAP

• The bidder must supply and install a suitable borehole water meter and a tap at the borehole for the NRF.

#### 3.6 ELECTRICAL WORKS

• It shall be the responsibility of the appointed bidder to provide all electrical wiring between all items required to ensure the correct function of the pump equipment. It is the responsibility of the appointed bidder to supply the certificates of compliance for all electrical work. The pump electricity supply cable should be run from the nearest distribution box which will be pointed out by the NRF representative.

#### 3.7 BOREHOLE MAINTENANCE

The bidder must provide maintenance service for a period of one year.

The annual maintenance plan should include but not limited to the following:

- Filter change.
- Complete system check.
- Inspection of pipework and components.
- Water quality tests, when required.
- Tank clean.
- And any mechanical replacement including spare parts.

#### 3.8 BIDDER REQUIREMENTS:

- The pump installation needs to be signed off by a qualified electrician to ensure that the installation is safe and done correctly. The appointed bidder must submit a certificate of compliance (COC) on the pump installation and all electrical installation and 12 months workmanship guarantee certificate.
- The bidder must submit a minimum of two written contactable reference letters or practical completion certificates for borehole installation work completed in the preceding six (6) years. The reference letters and/or completion certificates must indicate that the work performed by the bidder was satisfactory, must be dated and signed by the project manager/ referee, and must not be older than six years.
- The bidder must submit a copy of a valid COIDA certificate.
- The bidder must submit a copy of current CIDB grading of 2CE or higher.
- The appointed bidder must submit proof of public liability insurance of at least R500 000.

• The appointed bidder must provide a warranty of the installations and indicate the components to which this warranty applies to.

The bidder must submit a cost breakdown for all items and activities required for a fully equipped operational borehole.

SETS OF QUOTATION DOCUMENTS REQUIRED					
Number of electronic bid documents for contract signing					
Bidders must submit the above number of original documents in electronic copy format to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (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.					
Number of EVALUATION copies:			1 evaluation copy (e	lectronic)	
Bidders mark documents as "Copy for evaluation" and electronic storage medium as "Copy for evaluation"	d number all	pages sequ	uentially. Bidders mar	k the secured pdfs on the	
RETURNABLE	DOCUME	NTS CHE	CKLIST		
The bidder is to complete this table and to supply the r failing to adequately provide any of the mandatory d				documentation. A bidder	
Legislative/Technical Documents			Compliance		
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference	Reference to Bidder's document	
Bidder Eligibility					
Procurement Invitation (SBD 1), signed and completed including the SBD 4, 6.1 and signed Bid Submission Certificate form.	М	□ Yes □ No	Pages 1-24		
Proof of Registration on the Government's Central Supplier Database (CSD).	M	☐ Yes ☐ No	Page 5		
A valid B-BBEE certificate or Sworn Affidavit.	0	☐ Yes ☐ No	Pages 19-23		
Copy of the valid CIDB registration indicating 2CE grading or higher.	M	☐ Yes ☐ No	Page 10		
Proof of valid COIDA certificate.	M	☐ Yes ☐ No	Page 10		
Submit a minimum of two written contactable reference letters or practical completion certificates for borehole installation work completed in the preceding six (6) years. The reference letters and/or completion certificates must indicate that the work performed by the bidder was satisfactory, must be dated and signed by the project manager/ referee, and must not be older than six years.	М	☐ Yes ☐ No	Page 10		
Specification Eligibility					
Pricing Documents	Compliance				
Pricing (SBD 3.1) in this document to be completed.	М	☐ Yes	Pages 12-14		

# **ELIGIBILITY CRITERIA (GO/NO-GO)**

Selec	Selection Element		Bid Section Reference	Reference to Bidder's document
1	Fully completed Procurement Invitation (SBD 1) including the SBD 4, 6.1 and signed Bid Submission Certificate form.	☐ YES ☐ NO	Pages 1-24	
2	Did the bidder attend the compulsory briefing session.	☐ YES ☐ NO	Page 2	
3	Did the bidder submit valid proof of CIDB grading of 2CE or higher.	☐ YES ☐ NO	Page 10	
4	Did the bidder submit a copy of a valid COIDA certificate.	☐ YES ☐ NO	Page 10	
5	Did the bidder Submit a minimum of two written contactable reference letters or practical completion certificates for borehole installation work completed in the preceding six (6) years. The reference letters and/or completion certificates must indicate that the work performed by the bidder was satisfactory, must be dated and signed by the project manager/ referee, and must not be older than six years.	□ YES □ NO	Page 10	

	SBD 3.1: PRICING DETAIL
Prici	ng 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 requires firm set quantities during the current period with the time of delivery being determined during the contract period.
3	Estimated quantities over the Contract Period: The NRF may require further quantities during the current period with the actual quantity and time of delivery being determined when such quantities are needed. 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. 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.
4	<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 et out in this contract - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.
5	<u>Contract Ceiling Price:</u> With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. The NRF manages the contract within the contract ceiling price by paying only for the verified deliveries/performances in terms of the clauses of this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
6	<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> .
	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.
7	Price quoted is South African Rands in terms of General Conditions of contract clause 16.4
8	Price Quotation Basis: Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point

	SBD 3.1: PRICING DETAIL
	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.
	<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.
9	<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
10	Application of Preference Points: Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

# PRICING SCHEDULE

	DESCRIPTION/ (Reference to specific specification)		UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT
	STAGE 1: SITE SURVEY				
1.1	Water Use Licence Application (WULA) and administration	1	Item		
1.2	Hydrological study and water Survey of drilling points on property to confirm opportunity of borehole	1	Item		
	STAGE 2: EXECUTION OF WORKS				
2.1	Drilling	(0-100m)	Meter		
	Drilling	(101-150m)	Meter		
	Drilling	(151-200m)	Meter		
	CASING P/M	(0-100m)	Meter		
		(101-150m)	Meter		
		(151-200m)	Meter		
	Yield Test	4	Item		
	Water Quality Test	1	Item		
	Supply and connection of a suitable pump from storage tanks to irrigation system	1	Item		
	Digital Protection Box	1	Each		
	Scotch Cast - Heat Shrink Cable Joint	1	Each		
	Pratley Box	1	Each		
	Galv Meter Box	1	Each		

DESCRIPTION/ (Reference to specific specification)		QTY	UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT
	Submersible Cable 16mm 4Core	200	Meter		
	Arm - Armoured Cable 16mm 4 Core	30	Meter		
	Pipe HDPE 50mm PN25	230	Meter		
	Rope 201m	210	Meter		
	UPVC Pipe 50mm PN16	24	Each		
	Interconnecting Fittings	1	Item		
	Ball Valve 50mm.	6	Each		
	Flow Control Kit	2	Each		
	Suction Pipework	1	Each		
	Sundries	1	Each		
2.2	Supply and installation of a suitable size electric submersible pump.	1	Item		
2.3	Borehole water connection to NRF irrigation system.	1	Item		
2.4	Supply and deliver three 5 000 polyethylene. SABS approved, ECO friendly vertical water tank including 20mm plastic tap, water tank float valve kit and all other tanks accessories (the float valve are for the control of borehole pump operation).	3	Each		
2.5	Supply and install elevated structure for 5000 litre storage tanks.	1,75	M <sup>2</sup>		
2.6	Supply and install a suitable borehole water meter	1	Each		
2.7	1 year maintenance services	1	Each		
2.8	Other Costs	1	Each		
TOTAL VAT	CONTRACT VALUE OF ABOVE (CEILING	PRICE) INCLU	JSIVE OF 15%	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 to its the National Treasury's General Conditions of Contract 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. Special Conditions specific to this bid contract are set out in this document. The NRF deems the bidders 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.

# SPECIAL CONDITIONS OF CONTRACT

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

#### 1 Service Provider Obligations:

The service provider must exercise reasonable skill, care and diligence in rendering all services included in this procurement contract.

The service provider must deliver the services during normal working hours (i.e. Monday to Friday, excluding public holidays from 08h30 to 17h00) and/or such additional hours as may be reasonably required by the NRF due to the existence of special circumstances. Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the NRF, based in severity level.

The service provider may not do anything that may prejudice or be adverse to the operations and functions of the NRF

The service provider must submit such information and reports, as specified in the agreed service request, to the person nominated by the NRF, and comply with all legislation applicable in providing these services.

The service provider corresponds and deliver services only to the NRF and end users of the NRF.

- 2 <u>Communication:</u> 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.
- 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 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.

# MANAGEMENT OF PERFORMANCE LEVELS

- The Performance Levels are in the table below.
- 2. The NRF measures the contracted bidder's performance against these performance levels in the execution of the contract.
- The contracted bidder recognises that its failure to meet the performance levels has a material and adverse impact on the
  operations of NRF and that the damages 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:
  - the contracted bidder shall investigate and report on the root causes of the performance level failure; promptly correct the failure and begin meeting the set performance levels:
  - 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
  - take appropriate preventative measures to prevent the recurrence of the performance level failure.
- 6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect to 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
Obtaining Water use licence (WULA and Perform the borehole water survey on the NRF premises including water quality and yield tests.	The service provider must accurately detect water and determine the depth as well obstacles that can prevent efficient water extraction. The NRF representative will verify the completeness of the work done and sign off if complete.	Where the completion of work delayed by more than 2 weeks from the approved & agreed upon timelines, penalty is 2% of the original invoice value for each additional week of delay.
Construction of a fully equipped and operational borehole and storage platforms for tanks. Checking and sign-off for the completion of the work.	The service provider must construct a borehole and supply all borehole accessories for the borehole to be functional and supply all necessary filtration and storage systems. The NRF Estate Management representative together with the bidder will do final testing and checking to confirm functionality of the borehole system.	The bidder invoice will not be signed off for payment by Estate Management representative where the work done deviates from the specifications, rectification of work to be done at the contractors' own cost.
Drilling holes and water detection.	All drilled and unused holes which did not yield appropriate results for a borehole to be constructed are to be collapsed and backfilled by the service provider.	Where the completion of work delayed by more than 2 weeks from the approved & agreed upon timelines, penalty is 2% of the original invoice value for each additional week of delay.
Annual maintenance services of the borehole.	The service provider must provide NRF Estate Management representative with a report indicating the status of the borehole and any part replacement needed for the borehole to be fully operational.	In the event the service provider delays the maintenance on the borehole, the service provider will be liable to pay all costs upon delivery of services.

# SBD 4 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 interest<sup>1</sup> 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

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procurir institution? YES/N	•
If so, furnish particulars:	
Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controllir interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contrac YES/N	t?
	If so, furnish particulars:  Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controllir interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract.

<sup>&</sup>lt;sup>1</sup> 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.

•	DEGLADATION.	
3	DECLARATION	
		nents that I certify to be true and complete in every respect:
3.1 3.2	I have read and I understand the co I understand that the accompanying respect;	ntents of this disclosure; g bid will be disqualified if this disclosure is found not to be true and complete in every
3.3	The bidder has arrived at the accom	npanying bid independently from, and without consultation, communication, agreement . However, communication between partners in a joint venture or consortium <sup>2</sup> will not
3.4	In addition, there have been no cons the quality, quantity, specifications allocation, the intention or decision	sultations, communications, agreements or arrangements with any competitor regarding s, prices, including methods, factors or formulas used to calculate prices, market to submit or not to submit the bid, bidding with the intention not to win the bid and the products or services to which this bid invitation relates.
3.4	The terms of the accompanying bid	I have not been, and will not be, disclosed by the bidder, directly or indirectly, to any e of the official bid opening or of the awarding of the contract.
3.5	the procuring institution in relation t	communications, agreements or arrangements made by the bidder with any official of this procurement process prior to and during the bidding process except to provide there so required by the institution; and the bidder was not involved in the drafting of the for this bid.
3.6	to bids and contracts, bids that are spossible imposition of administrative reported to the National Prosecuting	nout prejudice to any other remedy provided to combat any restrictive practices related suspicious will be reported to the Competition Commission for investigation and e penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be a Authority (NPA) for criminal investigation and or may be restricted from conducting period not exceeding ten (10) years in terms of the Prevention and Combating of or any other applicable legislation.
	I ACCEPT THAT THE STATE MAY SCM INSTRUCTION 03 OF 202	ON FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA 21/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN THIS DECLARATION PROVE TO BE FALSE.
	Signature	Date
	Position	Name of bidder

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

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

# NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

## 1.2 To be completed by the organ of state

- The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

## 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1+rac{Pt-P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1+rac{Pt-P\,max}{Pmax}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

#### NRF will use the B-BBEE status level scoring table

Preference points are allocated to both procurement and income-generation based on the two different thresholds in terms of the table below:

The specific goals allocated points in terms of this tender:  B-BBEE Status Level of Contributor	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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	0	0		

DECLA	RATION	I WITH R	EGARD TO COMPANY/FIRM
4.3.	Nar	ne of con	npany/firm
4.4.	Cor	mpany re	gistration number:
4.5.	5. TYPE OF COMPANY/ FIRM		
		One- Close Publi Perso (Pty) Non-l	pership/Joint Venture / Consortium person business/sole propriety e corporation c Company onal Liability Company Limited Profit Company e Owned Company ABLE BOX]
4.6.	on t		igned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based fic goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I e that:
	i)	The info	ormation furnished is true and correct;
	ii)	The pre form;	ference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this
	iii)		vent of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the tor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims rect;
	iv)		pecific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have en fulfilled, the organ of state may, in addition to any other remedy it may have –
		(a)	disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram</i> partem (hear the other side) rule has been applied; and
		(e)	forward the matter for criminal prosecution, if deemed necessary

	PREFERENCE POINTS CLAIMED (SBD 6.1)				
		SIGN/	ATURE(S)	OF TENDERER(S)	
	SURNAME AND NAME:  DATE:  ADDRESS:				
	В	ID SUBMISSI	ON CER	RTIFICATE FORM - (SBD 1)	
				and services described in this procurement invitation to the NRF in this Bid Invitation document at the price/s quoted.	in
١	•	•		the NRF during the validity period indicated and calculated from	the
	The following documents are didocument:	eemed to form and	l be read ar	nd construed as part of this offer / bid even where integrated in the	this
	Invitation to Bid (SBD 1)			Specification(s) set out in this Quotation Invitation inclusive of a annexures thereto	any
	Bidder's responses to this document	invitation as attach	ned to this	Pricing Schedule(s) (SBD3.1) including detailed schedules attach	ned
	(SBD 6.1) PREFERENCE	POINTS CLAIM FO	RM IN TERM	MS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 20	)22
	Declaration of Interest (SB	D4)		Conditions of Contract and special/additional conditions of contract this document	as
p	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.				
				t of all obligations and conditions devolving on me in terms of this sequent contract if awarded to me.	Bid
I	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) is correct and I accept that the NRF may reject the Bid or act against me should these declarations prove to be false.				
ı	I confirm that I am duly authorised to sign this offer/ bid response.				

BID SUBMISSION CERTIFICATE FORM - (SBD 1)			
NAME (PRINT)			
CAPACITY			
SIGNATURE			
WITNESS 1			
NAME			
SIGNATURE			
WITNESS 2			
NAME			
SIGNATURE			
DATE			