



**iThemba
LABS**
Laboratory for Accelerator
Based Sciences

INVITATION TO BID

NATIONAL RESEARCH FOUNDATION (ITHEMBA LABS FACILITY) INVITES TENDERS FOR APPOINTMENT OF AN ACCREDITED PRIMARY DISTRIBUTION CONTRACTOR FOR THE DECOMMISSIONING OF 2 X 185MM², 300M CU PILC (NAC1 AND NAC2) 11KV POWER CABLE FEEDERS AND INSTALLATION OF 2 X 300MM², 300M AL XLPE CABLES FROM ESKOM'S CYCLOTRON SUBSTATION TO ITHEMBA LABS IN FAURE, WESTERN CAPE.

It is estimated that tenderers must have a CIDB Contractor Grading of 3EB / 3EP or higher

Bidder Name:	
Bid Number:	NRF/ILABS 70EL/12/2022/23
Closing Date	3 August 2022
Closing Time:	11:00 am
Optional Briefing Session	Optional Briefing session to be held on 20th of July 2022 at 11h00am
Bid Box Address	Tender Box, Main Security Gate, iThemba LABS, Old Faure Road, Faure Western Cape, 7131, South Africa GPS coordinates: 34.025°S 18.716°E Dimensions of tender box opening: 300 mm x 20 mm
Envelope Addressing	On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address mail.

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INTRODUCTION

INTRODUCTION TO THE NRF

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

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

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

INTRODUCTION TO THE Ithemba LABS BUSINESS UNIT

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

- Basic and Applied Nuclear Physics Research using Particle Beams
- Research Radiation Biophysics
- The supply of Accelerator-produced Radioactive Isotopes for Nuclear Medicine and Research

The General Technical Support department of iThemba Labs Cape Town is responsible for this Tender.

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

CONTEXT OF THIS PROCUREMENT NEED

The iThemba Laboratory for Accelerator-Based Sciences (iThemba LABS) is an arm of the National Research Foundation (NRF) which specializes in atomic particle acceleration based in Faure, Western Cape. The facility seeks to secure future sustainability by procuring a dedicated 70 MeV cyclotron accelerator to boost the production rate of a range of accelerator-based radioisotopes. IThemba LABS is the only research facility in South Africa and throughout the African continent which utilizes particle accelerators to produce radioisotopes that are used in nuclear medicine for cancer diagnosis and treatment. This premier particle accelerator will be the only one of its kind in the Southern Hemisphere.

The site is premium supplied by Eskom from a 66/11kV substation via two 185mm² feeders with current notified maximum demand in its supply agreement seating at 5MVA. iThemba LABS is currently undertaking a major infrastructure upgrade project in its facility to accommodate the 70 MeV cyclotron accelerator. As part of this infrastructure upgrade, iThemba LABS is required to upgrade its electrical power infrastructure to a notified maximum demand of 8MVA. Part of this electrical power change entails the construction, erection, testing, commissioning, and handing over of new electrical power feeders system complete with respective distribution in-feed components to replace and upgrade the existing in-feed system (upgrading of NAC1 and NAC2 11kV power cable feeders from Eskom's cyclotron substation to iThemba LABS's intake substation).

PART A – CONTRACT

PRE-QUALIFICATION ELIGIBILITY CRITERIA			
LOCAL CONTENT			
NRF Local Content	As Applicable		
Legislative Local Content	Medium & High Cables: 90%		
Legislative Local Content	Optical Fibre Cables: 90%		
NRF TRANSFORMATION			
Minimum B-BBEE status level?	Yes		
Minimum B-BBEE status level required	4		
Confirmation to undertake work for Eskom customer	Confirmation that the contractor has performed and completed (issue certificate of completion) such distribution-related work for an Eskom customer.		
Contractor's CIDB grading	Provide proof of CIDB grading of 3EB / 3EP or higher		
MV Jointer performing joints and terminations on Eskom MV cable networks assessed in WCOU	Utilization of an assessed and approved personnel for cable jointing and terminating by Eskom Western Cape Operating Unit for Medium Voltage (WCOU MV). List of MV Jointer assessed in WCOU in ANNEXURE A on page 51.		
A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.			
Verification certificate submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sworn affidavit submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No

INTERDEPENDENCIES IMPACTING THIS SPECIFICATION

The upgrading of the new MV feeder cables is set to interrupt the supply of power to the iThemba LABS facility. This installation work must be done in such a way as to minimize that interruption of power by staging the installation and connection of the feeder cables to make use of the system redundancy.

The contractor shall perform all excavation true to lines, widths, and depths shown on the drawings and dimensions as directed by the appointed Consulting Engineer. Under the tarred road directional drilling must be done in a way that enables the main access road to the facility to be opened to traffic. Where the trench excavation crosses identified pathway, precautions should be taken to have the trench be backfilled or securely covered to the surfacing level ASAP as a temporary measure to enable the pathway to be opened to traffic. This temporary measure shall be maintained until the temporary materials or covers are completely removed, and the final layers are reinstated.

DETAILED SPECIFICATIONS

1. BACKGROUND

iThemba LABS has applied to Eskom for an increase in its Notified Maximum Demand (NMD) from 5MVA to 8MVA to accommodate the increased power demand from a new facility currently under construction. iThemba LABS intend to exercise the Self-Build option from the Eskom construction proposal. The site located in Faure, Western Cape is redundantly supplied by Eskom from the 66/11kV Cyclotron substation via two 185mm² feeder cables with a current notified maximum demand of 5MVA. Feeder #1, through the OCB1, supplies all non-essential loads connected at switchgear 'A' at the MV substation. Feeder #2, through the OCB2, supplies Rotary UPS units via two 3500kVA, 11/0.6kV step-down transformers (TX1 and TX2) connected in parallel. A high-level schematic of the electrical reticulation infrastructure is shown in Figure 1.

All essential or critical loads connected at switchgear 'B' and 'C' are supplied by a rotary UPS system via a 4500kVA, 0.6/11kV step-up transformer (TX3). There is a further transformation of power dropping voltages from 11kV to usable 400V. Four incoming isolators interconnect in such a way that maintains supply to the facility via both feeders or any one of the two feeders available.

Similarly, bus-couplers (Bus-section 1 & 2) installed at the MV switch-room are also arranged in such a way to supply the whole facility either via the rotary UPS system or directly from the mains (See Figure 1). The geographic overview of the iThemba LABS site and feeder cables route is shown in Figure 2.

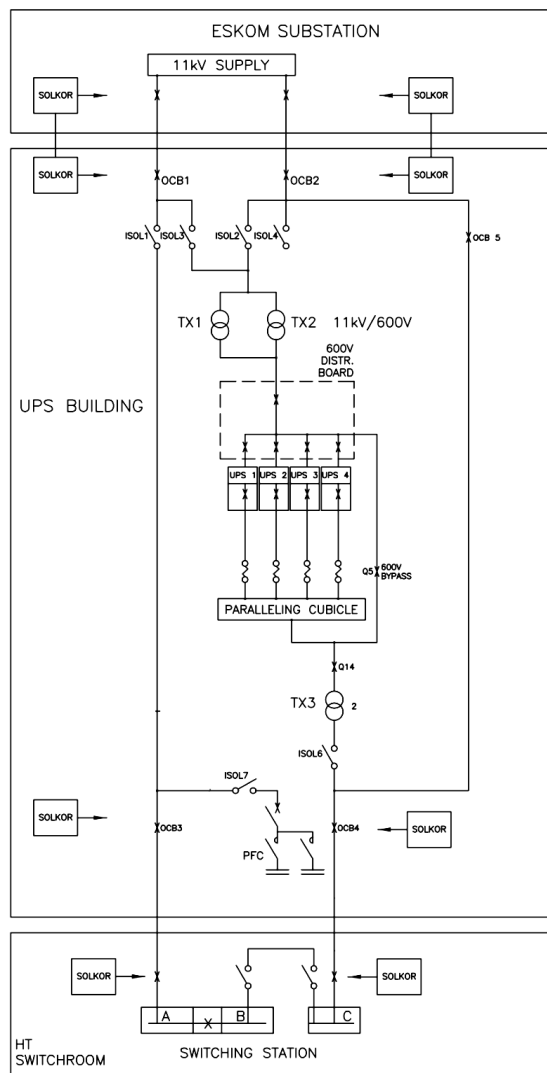


Figure 1: High-level MV reticulation schematic of the system

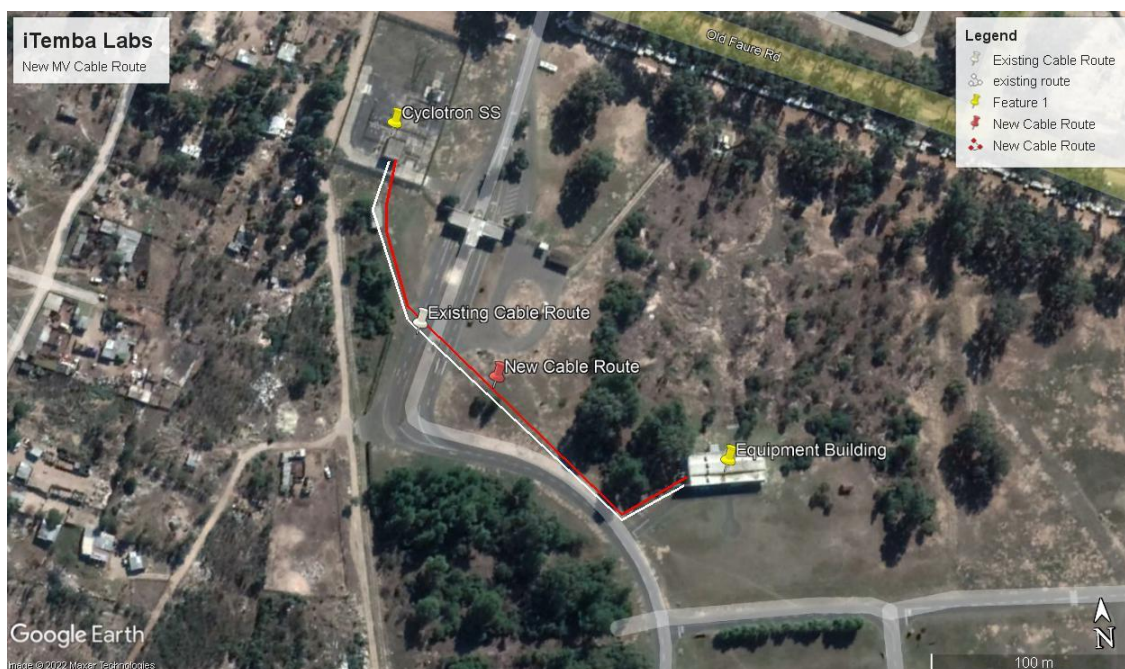


Figure 2: iThemba LABS geographic overview

2. GENERAL SPECIFICATION

2.1. The appointed electrical contractor will be responsible for the construction of the project which entails the decommissioning of the existing NAC1 and NAC2 MV feeder cables and the installation of new feeders cables from the Eskom Cyclotron substation to the iThemba LABS site. The installation needs to comply with the consulting engineer's detailed designs and drawings to fulfil the operational requirements of the MV feeder cable upgrades. All work is to be carried out by suitably qualified technicians and must comply with all relevant and current Eskom (South African) standards alongside other applicable regulations. The appointed contractor is required to perform the following activities:

- Ensure that all contractor's staff attend/complete safety induction training before the construction work and supply a comprehensive safety file.
- Decommission the existing 2 x 185mm² MV Cables
- Perform all excavation work and provide access from the outside of the substation into the trenches in the substations. The trenching work must be planned to minimally obstruct the traffic in and out of the facility.
- Supply, deliver, install, and terminate the 2 x 300mm², 300m AL XLPE cables (please refer to the Bill of Quantities for more details)
- Issue commissioning and test reports/certificates as well as mandatory Certificates of Compliance relating to electrical work,
- Resolve snag lists and manage final close-out and hand-over as per consulting engineer's requirements,

2.1.1. The following general requirements must be noted:

- All construction works undertaken must be built according to the Eskom/SANS requirements, standards, and specifications as Eskom will not under any circumstances take over and energise any asset that is not built according to their standards. The equipment, materials, and system implementation must comply with the latest SANS and IEC applicable specifications unless specified otherwise. Design evaluation, system commissioning, functionality testing, and validation post the installation must comply with:
 - SANS 10142-2 specifications: The wiring of premises – Medium-voltage installations and
 - SANS 10198: The selection, handling, and installation of electric power cables of rating not exceeding 33 kV.
- All cable joints and terminations offered to be fully compliant with Eskom's specifications and a CoC will be supplied on completion for all works under this upgrade.
- The Contractors must use Eskom approved material suppliers. All material to be SABS approved relating to the approved design under Eskom Specifications detailed on the bill of quantity. All work to be done to Eskom Procedures and Specifications.
- The Contractors shall note that the connection timeline is determined by iThemba LABS taking into consideration the execution timeline, commissioning, and related activities of the new facility for which the additional electrical demand capacity is required.

- The upgrading of the new MV feeder cables must be done in such a way as to minimize the interruption of power to the iThemba LABS site, by staging the decommissioning, installation, and connection of the feeder cables to make use of the system redundancy.

2.1.2. Eskom Monopoly Works

The appointed consulting engineer is responsible, on behalf of iThemba LABS, for the liaison and management of Eskom's involvement in the following monopoly of works:

- a) Eskom will appoint a clerk of works to monitor the quality of the construction as well as the quality of materials.
- b) Eskom will appoint a project manager to do site inspections and, also monitoring of workmanship and materials/equipment.
- c) Eskom will monitor the Customer's environmental management in respect of the Contract Works
- d) Eskom will verify the design and equipment of the Contract Works
- e) Eskom will commission the metering, protection and the supervisory control and data acquisition system (SCADA), which will be installed by the Customer in terms of the Self-Build Agreement.
- f) Eskom will monitor the installation of the Contract Works.
- g) Eskom will be responsible for any commissioning in respect of the Contract Works required after the Connection of the Electrical Installation to the Distribution System.
- h) Eskom will manage any outages required on the Distribution System and or Transmission System.
- i) Eskom will check and accept the route selection and will monitor the process of registration of the Servitudes in the name of Eskom.
- j) Eskom will effect the closing span to liven up the Connection Works as well as the optical fibre ground wire connection.

2.1.3. Eskom responsibilities

The appointed consulting engineer is responsible, on behalf of iThemba LABS, for the planning and management of Eskom's involvement in the following activities:

- De-energise the NAC1 and NAC2 primary feeder cables
- Update the protection settings for the new feeder cables
- Test and commission the upgraded feeder cables
- Register an NMD of 8MVA at iThemba LABS

2.1.4. Contractor Facility

- Ablution Facilities: The contractor to use the main security gate ablution facility which is close to the area where construction work is performed.

- Water and Electricity: Water and power can be obtained from the main security gate or the main UPS building. Both facilities are close to the construction areas.
- Security: iThemba LABS site is supervised 24/7 and construction work is performed within its controlled and fenced perimeters.
- Storage: The storage facility, if required, will be internally arranged upon contractor appointment.
- Site Supervision: The site supervisor can make use of the main security office to perform administrative duties and to store files for the duration of the contract.

3. DETAILED SCOPE OF WORK

The detailed technical scope of the project is as follows:

iThemba LABS is supplied from Cyclotron substation via 2 x 185mm² Cu PILC cables. They currently have a registered NMD of 5MVA. Cyclotron substation is a 1 x 20MVA 66/11kV step down station. iThemba LABS applied for a notified maximum demand (NMD) increase from 5MVA to 8MVA to accommodate the increased power demand from a new facility currently under construction. Such NMD increase will impact the NAC 1 & 2 feeders as well as the loading at the Cyclotron substation. For that reason, at the Cyclotron substation, the 2 x 185mm² Cu PILC NAC1 and NAC2 primary feeder cables are to be upgraded to 2 x 300mm² AL XLPE cables. The approximate length of each feeder is 300m (see Figures 3 & 4 below).

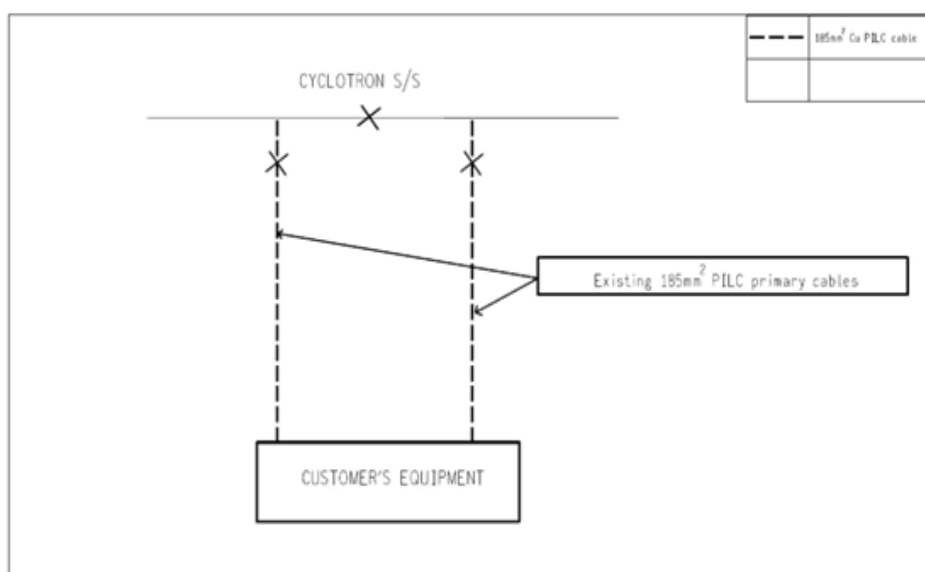
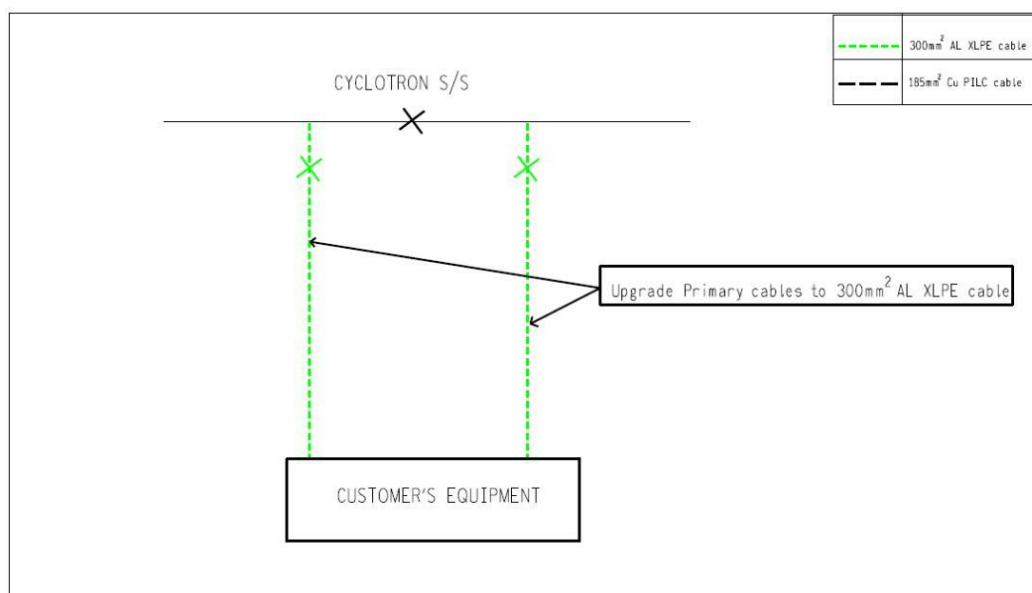


Figure 3: Existing Single Line Diagram



Bid Number:

Figure 4: Simplified single line diagram of the primary feeder cable upgrade

DUE DILIGENCE OF CAPACITY AND CAPABILITY

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

- 1.1. Portfolio with at least 3 medium or high-voltage power reticulation projects covering the provision of electrical construction services for the installation, jointing, termination, testing, and commissioning of Eskom MV (Medium Voltage) feeder cables or system. The Service must include the Value, Duration and Scope of works of the contract within the last five years. Three (3) contactable written reference letters or project completion certificates (dated and Signed) with contact details for these projects must also be issued (Refer to Reference letter format on page 48)
- 1.2. Proof of registration as an Electrical Contractor by the Chief Inspector.
- 1.3. Proof of CIDB grading of 3EB / 3EP or higher.
- 1.4. CV confirming the qualifications and experience of suitably qualified staff elected to install, terminate, test, and commission MV feeder cables.
- 1.5. Proof of Eskom's assessed and approved jointer appointment. Cable joints and terminations are generally regarded as weak points on MV cable networks as this is where most failures occur on cable networks. The vast majority of these failures can however be attributed to poor workmanship or jointer mistakes. The list of cable jointers that have been assessed and approved to perform cable jointing and terminating on Eskom WCOU MV cable networks is given in **ANNEXURE A, on page 48**.
- 1.6. This document (SBD 1) signed. (Refer to page 33 & 49)
- 1.7. Bidders Disclosure (SBD 4). (Refer to page STANDARD BIDDING DOCUMENT (SBD) 438)
- 1.8. Preference points claim (SBD 6.1). (Refer to page 41)
- 1.9. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.

CONTRACT PERIOD

Once-off procurement from receipt of official Purchase Order.

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

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

Implementation, hand over, and product management

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

After installation and commissioning, the appointed bidder must ensure that the electrical installation and commissioning comply with the necessary norms to the original requirements, specifications, and safety regulations.

A meeting between the contractor, consulting engineer, Eskom representative, and the iThemba LABS contract project manager shall take place to confirm that all specifications comply with the Eskom-approved design specifications. This meeting will also ensure that all standards conform to Eskom, international and South African regulations.

Performance Verification

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

1. The appointed bidder decommissions, supplies, installs, commissions, and conduct all necessary tests on the alteration of the electrical installation, and submit commissioning reports, layout, and drawings to the iThemba LABS project manager.
2. iThemba LABS project manager and the appointed consulting Engineer verify the results of tests and commissioning reports against the specifications.
3. The appointed bidder manages all project activities and processes in accordance with accepted industry practice and in consultation with the appointed consulting engineer and iThemba LABS project manager.
4. The appointed bidder will deliver to the site any deliverable required under this contract.
5. Both parties agree on quantity, unit cost, and total value on the same signed document.

Contract Due Diligence during the contract period

iThemba LABS has the right to conduct supply chain due diligence. The iThemba LABS Project Engineer, Consulting Engineer, and Eskom, have the right to conduct site visits and inspections at any given time during the contract period.

Communication (General Condition of Contract Clause No: 31)

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

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

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

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

The contractor shall carry out all the comprehensive tests, inspections, and checks required for the issuance of the certificate of compliance upon completion of the installation of all electrical equipment and before the energizing. The electrical installation must be inspected and tested in accordance with Eskom requirements and the Occupational health and safety Act No. 85 of 1993. The installation shall be tested to the satisfaction and approval of Eskom, the appointed consulting Engineer, and the iThemba LABS project manager. The contractor shall submit certificates of tests carried out to prove compliance of the installation.

Packing (General Condition of Contract Clause No: 9)

Components (where applicable) must be packaged such that they prevent damage during transportation and storage.

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

The appointed bidder provides the following documentation, as a minimum in hardcopy and electronic format, upon completion of the installation and commissioning: Final layout and design drawings, tests and inspections certificates, comprehensive report, and certificate of compliance.

Payment (General Condition of Contract Clause No: 16)

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

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

Prices (General Condition of Contract Clause No: 17)

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

- | | |
|----|---|
| 1. | Exceptions: Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts. |
| 2. | Price Adjustment Rules: Price adjustments and their corresponding rules for the managing of price risks on the basis of the iThemba LABS and the appointed bidder sharing the risk equally.

<u>Replacement components</u> –iThemba LABS will consider price variations at the anniversary of the contract. The contract bidder provides detail reasons for price variations substantiated by evidence such as manufacturer's increase letters, verifiable consumer price variations. iThemba LABS enters in negotiation on the submitted price variations. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted price variations are within such identified market price ranges.

<u>Additional Parts and Components</u> – iThemba LABS may require, as determined by future operational requirements, additional parts and components. iThemba LABS, in such event, will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country's inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges.

<u>Exchange prices</u> – Where the supplied requirements are from overseas, the appointed bidder will state the |

	<p>portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.</p> <p>The supplier is not responsible for custom duties or import taxes associated with any component imported into South Africa.</p>
3.	<p><u>Ceiling Price Calculation for price competition:</u> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.</p>
4.	<p><u>Commitment to Appointed Services Provider:</u> iThemba LABS, through the signed contract, guarantees its procurement of the equipment and service from the appointed party only where the appointed party meets or exceeds the contractual performance levels.</p>
5.	<p><u>Contract Price Management in terms of the Contract:</u> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.</p>
7.	<p><u>Contract Price:</u> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.</p>

Termination for Default (General Condition of Contract Clause No: 23)

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

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

If the appointed bidder fails to meet any performance level:

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

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Delivery of the specified services	Both iThemba LABS, Consulting Engineer, and contractor jointly check and confirm specifications are met	Penalty – Replacement of failed parts and transport cost paid by contractor
Timeous delivery	Project completion delay exceeding 2 weeks from the contractual period agreed upon between both parties.	Penalty – GCC 22 in the general clause section
Technical Specifications and adherence to full tender documents	Compliance with the technical specifications and quality requirements of service to those stipulated in the tender documents.	Penalty – No payment will be made as stipulated on GCC16.2. iThemba LABS may also consider termination of the contract as stipulated on GCC23.1.
Reporting and document control	Electrical test and inspection reports, certificate of compliance should be submitted within 2 weeks of the completion and energization of the electrical installation. All documentation must be directed to the Project Manager.	Penalty – No payment will be made as stipulated on GCC 4.1, GCC16.2.
Service Warranty	The appointed service provider must warrant reliability and functionality of this installation after works completion.	As stipulated on GCC 15.1,15.2, and any other additional warranty specified in SCC15.

EVALUATION PROCESS

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

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

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

Scoring stage (Three): Points are scored on the basis of Price as indicated on SBD 6.1 in accordance with the PPPFA 2000.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<u>Bidder Legislative Due Diligence Eligibility</u>			
Procurement Invitation (SBD 1), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pages 33 and 49
Bidder's Disclosure (SBD 4), signed and completed.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 38
Preference Points Claimed (SBD 6.1), signed and completed with B-BBEE certificate or sworn affidavit.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 41
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10
<u>Bidder Support Due Diligence Eligibility</u>			
Portfolio with at least 3 medium or high-voltage power reticulation projects covering the provision of electrical construction services for the installation, jointing, termination, testing, and commissioning of Eskom MV (Medium Voltage) feeder cables or system. The Service must include the Value, Duration and Scope of works of the contract within the last five years. Three (3) contactable written reference letters or project completion certificates (dated and Signed) with contact details for these projects must also be issued	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10
Proof of registration as an Electrical Contractor by the Chief Inspector.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10
Proof of CIDB grading of 3EB / 3EP or higher.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10
CV confirming the qualifications and experience of suitably qualified staff elected to install, terminate, test, and commission MV feeder cables.	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10
Provide Memorandum of Agreement (MOA serving as confirmation that a cable jointer from the list of	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 10

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference Reference to Bidder's document
assessed and approved cable jointers is able to perform cable jointing and terminating on Eskom Western Cape Operating Unit for Medium Voltage (WCOU MV) cable networks is appointed. Refer to list in Annexure A, page 5149.			

<u>Pricing Competition Documents</u>			
(M – Mandatory); (O – Optional)	Submitted		Bid Section Reference Reference to Bidder's document
Pricing (SBD 3.1) in the format provided in this document (separate envelope)	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Page 29

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

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

CENTRAL SUPPLIER DATABASE REGISTRATION

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

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.

RESPONSE PREPARATION COSTS

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

COUNTER PROPOSALS

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

TWO ENVELOPE SYSTEM

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

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

COLLUSION, FRAUD AND CORRUPTION

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

FRONTING

The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

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

GENERAL DEFINITIONS

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

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

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

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

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

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

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

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

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

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

Checking Tax Compliance

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

Award and Contract Signing

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

Cancellation of the Bid prior to Award

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

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

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

GENERAL CONDITIONS OF CONTRACT

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

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions in the Special Condition of Contract Section in above in Part A.

GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein..
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components..
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand..
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site" , where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such

GENERAL CONDITIONS OF CONTRACT

	as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	<p>Copyright and Intellectual Property</p> <p>Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p>Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the appointed parties to this contract prior to the effective date of this contract.</p> <p>Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the appointed parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The appointed supplier/party grants the National Research Foundation a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the National Research Foundation to obtain the full benefit of the appointed deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the National Research Foundation unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B).</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The appointed supplier/party agrees to assist the National Research Foundation in obtaining statutory protection for the contract intellectual property at the expense of the National Research Foundation wherever the National Research Foundation may choose to obtain such statutory protection.</p>

GENERAL CONDITIONS OF CONTRACT

	<p>The appointed supplier/party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The appointed supplier/party irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.</p>
SCC5B	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the National Research Foundation and after termination of its involvement with the National Research Foundation, the recipient shall not:</p> <ol style="list-style-type: none"> Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ol style="list-style-type: none"> Disclose the confidential information to any third party, or Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ol style="list-style-type: none"> Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation; Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure. <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the National Research Foundation all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ol style="list-style-type: none"> All written disclosures received from the NRF; All written transcripts of confidential information disclosed verbally by the National Research Foundation; and All material embodiments of the contract intellectual property. <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	<p>Protection of Private Information</p> <p>The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.</p>
GCC6	<p>Patent rights</p>
6.1	<p>The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>

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GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	<p>The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 are applicable.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Additional inspection procedures as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10 are applicable.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10 are applicable.
GCC10	Delivery and Documentation
10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.

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10.2	Documents submitted by the supplier specified in SCC.
SCC10	Additional delivery documentation requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10 are applicable.
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11	Professional indemnity insurance cover in accordance with SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 is required.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2 In the event of termination of production of the spare parts:</p> <p style="padding-left: 40px;">14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p style="padding-left: 40px;">14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC15	The additional warranty requirements as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 are applicable.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Additional payment terms as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 are applicable.
GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	The requirements of sub-contractor management as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 are applicable.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default

GENERAL CONDITIONS OF CONTRACT

23.1	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h</p>
23.2	<p>In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>
23.3	<p>Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p>
23.4	<p>If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p>
23.5	<p>Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p>
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 The date of commencement of the restriction</p> <p>23.6.3 The period of restriction; and</p> <p>23.6.4 The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	<p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
SCC23	<p>The additional terms of termination as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10 are applicable.</p>
GCC24	<p>Anti-dumping and countervailing duties and rights</p>
24.1	<p>When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<p>Force Majeure</p>
25.1	<p>Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>
25.2	<p>If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably</p>

GENERAL CONDITIONS OF CONTRACT

	practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <div style="margin-left: 40px;">27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</div> <div style="margin-left: 40px;">27.5.2 The purchaser shall pay the supplier any monies due the supplier.</div>
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; <div style="margin-left: 40px;">28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</div> <div style="margin-left: 40px;">28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</div>
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

GENERAL CONDITIONS OF CONTRACT

GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART B - PRICING

Submit pricing in separate envelope (stand-alone)	
SBD 3.1	
1.	<p><u>Price Quotation Basis:</u> Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2.</p> <p><u>Price Delivery Points are:</u> iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131</p>
2.	<u>Calculating the Bid Price:</u> iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.
3.	<u>Price Adjustment Rules:</u> The rules for allowable price adjustments as stipulated in section SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 10-13 are applicable.
4.	<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 INSTRUCTIONS:

- The Pricing Strategy is a Re-measurement (Re-measurable) Contract.
- Bidders must price in accordance with the Pricing Schedules and Bill of Quantities (BoQ) on page 30 & 32. These pricing schedules are to be summarized in the Pricing Schedule Summary below (page 16) to enable iThemba LABS to compare price offers.
- Failure to submit a priced offer using the provided Summary Pricing Schedules and BoQ may make the bid liable for disqualification.
- A Detailed Breakdown of costs must be attached to all invoices.
- All payments will be made 30 days from receipt of invoice.
- Payment for this contract will be against Payment Certificates as issued by the contractor and Consulting Engineer
- All travel rates will be paid in line with the SARS Tax Free Rate no claim may exceed the distance from the primary place of business.

[illegible]

PRICING SCHEDULE NO.1: PRELIMINARY & GENERAL

ITHEMBA LABS OCB 1 (NAC 1) AND OCB 2 (NAC 2) SUPPLY CABLE UPGRADE						
Part C2: Pricing Data						
Schedule 1: Preliminary & General						
Item	Payment Reference	Description	Unit	Qty	Rate (R)	Amount (R)
		<u>Schedule 1: Preliminary & General</u>				
1.1		CONTRACTOR FACILITIES				
1.1.1		Provided by iThemba LABS	sum	0		
1.2		TIME RELATED ITEMS				
1.2.1		Provided by iThemba LABS	sum	0		
1.2.2		Site Supervision	sum	1		
1.3		CONTRACT RELATED ITEMS				
1.3.1		Contractual Requirements	sum	1		
1.3.2		Eskom Permit Application	sum	1		
1.3.3		Commissioning of Entire Installation (incl cable pressure tests)	sum	1		
1.3.4		OHS Act Requirements	sum	1		
1.3.5		As Built Drawings	set	1		
1.3.6		Contractor to peg the route according the previous surveyed points , before construction commences. Final route to be surveyed and added to the As-Built Drawings	sum	1		
		<u>SCHEDULE NO.1 - PRELIMINARY & GENERAL</u>				
		Carried forward to Summary of Schedules			TOTAL:	R0.00

PRICING SCHEDULE NO. 2: MV BULK SUPPLY

ITHEMBA LABS OCB 1 (NAC 1) AND OCB 2 (NAC 2) SUPPLY CABLE UPGRADE Part C2: Pricing Data Schedule 2: MV Bulk Supply									
Item	Description	Unit	Qty	Supply Rate (R)	Amount (Supply)	Install Rate (R)	Amount (Install)	Total Rate (R)	Amount (R)
	Schedule 2: MV Bulk Supply								
	All work to be done to Eskom Procedures and Specifications								
	All material to be to Eskom Specifications								
2.1	<u>MV CABLES AND CONDUCTORS</u>								
2.1.1	300mm² XLPE 3C Al Waterblocked Cable (D-DT-8001 rev 14)	m	600						
2.2	<u>MV CABLE DISCONNECT, TERMINATIONS AND JOINTS</u>								
	All terminations and joints to be complete with lugs, ferruls, glands, shrouds, bolt, spring washers, nuts, number tag, cable clamps and all material required to complete the installation. To Eskom WC Specification								
2.2.1	MV Joint Kit for 6.35/11 kV insulated 3 core XLPE conductor cable to Eskom specifications and procedures	no	1		Rate Only		Rate Only		Rate Only
2.2.2	185mm² MV Cable Disconnect from Compound (resin/tar filled) Cable Box	no	4						
2.2.3	Client Resin Cable Boxes to be cleaned out thoroughly.	no	2						
2.2.4	MV Termination Kit for indoor 300mm² 3 core XLPE conductor cable to Eskom specifications and procedures	no	4						
2.2.5	Resin/tar refill if required, to Eskom specifications and procedures	no	1		Rate Only		Rate Only		Rate Only
2.3	<u>FIBRE OPTIC CABLE DUCT</u>								
2.3.1	32mm HDPE Fibre Optic Duct as per D-DT-8081	m	300						
2.3.2	Fibre Optice Draw Pit	no	3						
2.4	<u>EXCAVATIONS</u>								
	Excavations to be 1,100m x 0,45m x running meter. Backfill material around cable to be sifted soil. Hand tool compacting of blanket soil around cable. All backfill material to be sift soil and compacted to 90% MOD for trenches and 95% MOD for road crossings, proof of test to be provided.								
2.4.1	Pickable Soil, by hand and machine - Excavate, backfill and compact	m³	317						
2.4.2	Soft Rock, machine and pneumatic equipment - Excavate, backfill and compact	m³	80						
2.4.3	Bedding Preparation (Bedding to be 0.15m soft sand)	m³	54						
2.4.4	Sifting of backfill material for blanket (0.25m)	m³	55						
2.4.5	Imported Material (Soft Soil) for backfill	m³	80						
2.5	<u>WARNING TAPE</u>								
2.5.1	PVC Cable Cover	m	600						
2.6	<u>SLEEVES</u>								
2.6.1	Under road directional drilling, including 160mm (dia) PVC sleeve, protruding 1m past kerb	m	80						
2.7	<u>CABLE ROUTE MARKERS</u>								
2.7.1	Cable Route Markers Supply and Install	no	5						
2.8	<u>11kV EQUIPMENT</u>								
2.8.1	Compound Cable Box at NAC 1 and NAC 2								
2.8.1.1	Remove Reyrolle 11kV Compound Cable Box (In Eskom Substation)	no	2						
2.8.2	Dry/Air Type Cable Box at NAC 1 and NAC 2								
2.8.2.1	New Cable box to suit existing Reyrolle Parsons: Type LMT2/X31 (11kV/400A) Circuit Breaker	no	2						
	<u>SCHEDULE NO. 2 - MV BULK SUPPLY</u>								
Carried forward to Summary of Schedules				TOTAL SUPPLY:	R0.00	TOTAL INSTALL:	R0.00	TOTAL:	R0.00

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS 70EL/12/2022/23
Closing date and time	3 August 2022
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
<p>The primary objective of this project is to increase iThemba LABS Notified Maximum Demand (NMD) from 5MVA to 8MVA to accommodate the expected increase in power demand from a new SAIF facility. iThemba LABS has opted to exercise the Self-Build option from the Eskom construction proposal.</p> <p>This Self-Build option allows new and existing business customers to self-build an electricity connection to the national power grid with the help of Eskom-approved contractors, service providers, and suppliers. The self-build option aims to enable customers to, more effectively, manage their electricity requirements by controlling the timing and, to a greater extent, the cost of their connection, as well as to get faster access to electricity.</p> <p>How it works is that iThemba LABS need to sign a self-build agreement in addition to an electricity supply agreement with Eskom; then appoint an Eskom-accredited consulting engineer and contractor to ensure that the correct design and equipment is used, and the quality of work adheres to Eskom standards and specifications. The Self-Build option is preferred due to the time pressure for the upgrade project to be completed in time for the commissioning of SAIF in Oct 2022.</p>	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
Bid response documents are deposited in the tender box situated physically at:	
<p>Physical address: iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131</p> <p>Tender box opening hours 08:00 am till 16:30 pm</p> <p>GPS Coordinates Latitude: 34°1'56" S Longitude: 18°43'64" E</p> <p>Dimensions of tender box opening 300 mm x 20 mm</p>	<p>Addressed as follows: iThemba LABS Cape Town</p> <p>Main Security Gate</p> <p>Old Faure Road</p> <p>Faure</p> <p>Western Cape</p> <p>7131</p>

Number of ORIGINAL bid documents for contract signing		2	
<p>Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.</p>			
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):		1 electronic document as secured PDF	
TWO ENVELOPE SYSTEM		YES	
PRICE VALIDITY PERIOD FROM DATE OF CLOSURE		Twelve (12) week	
BRIEFING SESSION OR SITE VISIT DETAILS			
Attendance:		Attendance to the clarification site-meeting is optional.	
Date and Time		20 July 2022, 11:00am	
Venue		iThemba LABS Building	
Address		iThemba LABS, Old Faure Road, Faure, 7131	
Contact Person		Mr Odwa Mxenge	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	Supply Chain Management	Section	General Technical Support – Electrical Division
Contact person	Mr O Mxenge / Ms L Gordon	Contact person	Project Manager: Mr Prosper Ngongo
E-mail address	scm3@tlabs.ac.za	E-mail address	pk.ngongo@ilabs.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			Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate		Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> 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 – also refer to the SBD 6.1]					

Are you the accredited representative in South Africa for the goods /services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/ works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.</p>			
BID SUBMISSION			
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.		
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped		
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.		
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7).		
TAX COMPLIANCE REQUIREMENTS			
1.	Bidder must ensure compliance with their tax obligations.		
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.		
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za		
4.	Bidders may also submit a printed TCS certificate together with the bid.		
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.		
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD		

	number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

STANDARD BIDDING DOCUMENT (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 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.

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

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.

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 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

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS

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

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

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

The maximum points for this bid are allocated as follows:	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

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

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

1.4. POINTS AWARDED FOR PRICE

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

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

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

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

3. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2

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

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

4. SUB-CONTRACTING

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

(Tick applicable box)

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

If yes, indicate:

1. What percentage of the contract will be sub-contracted.....%

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

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

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

(Tick applicable box)

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

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

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		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm:
- VAT registration number:
- Company registration number:
- TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture /Consortium

☐ One-person business/sole proprietor

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

- DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

- COMPANY CLASSIFICATION

☐ Manufacturer

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

[TICK APPLICABLE BOX]

- Total number of years the company/firm has been in business:
- I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

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

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

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

2. General Conditions

- Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement. The exchange rates quoted by the bidder will be verified for accuracy.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- SABS approved technical specification number SATS 1286:2011 and the guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.
- A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
___ Medium & High Voltage cable_____	90%_____%
___ Optical Fibre Cables_____	90%_____%

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

(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. NRF/ILABS 70EL/12/2022/23.....

ISSUED BY: (Procurement Authority / Name of Institution): National Research Foundation (iThemba LABS Facility)

NB

6. The obligation to complete, duly sign, and submit this declaration cannot be transferred to an external authorized representative, auditor, or any other third party acting on behalf of the bidder.
7. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D, and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to update continuously Declarations C, D, and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

Do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	90%
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

National Treasury Instruction note number 5 of 2016/2017 is attached for more information about completing SBD 6.2.

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name :

Bidder's name:

Bid Number:

NRF/ILABS 70EL/12/2022/23

Bid Description: National Research Foundation (iThemba LABS facility) invites tenders for appointment of an accredited primary distribution contractor for the decommissioning of 2 x 185mm², 300m Cu PILC (NAC1 AND NAC2) 11kV power cable feeders and the installation of 2 x 300mm², 300m AL XLPE cables from Eskom's Cyclotron Substation to iThemba LABS in Faure, western cape.

Describe the service/work, start date and completion date the above bidder provided to you below

Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Quality of rendered services as measured against your service level			
Satisfied with work done			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO

Completed by:

Signature:

Company Name:	
Contact Telephone Number:	
Date:	

NB: The above reference letter format is optional. The contractor may use their own template as long as the information therein is in line with the one specified in the “**Due diligence of capacity and capability**” or “**Returnable documents**” tables on page 10 and 15, respectively.

ANNEXURES	
Annexure Number	Annexure Title
Annexure A	List of MV Jointers assessed and approved in WCOU – Eskom (Page 51)

BID SIGNATURE (SBD 1)
<p>I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.</p>
<p>I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).</p>

BID SIGNATURE (SBD 1)

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

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

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	

ANNEXURE A



Date: 21 October 2019
Enquiries: J. Paulse
Tel +21 9803712

To whom it may concern:

List of MV Joints assessed in WCOU

Cable joints and terminations are generally regarded as weak points on MV cable networks as this is where most failures occur on cable networks. The vast majority of these failures can however be attributed to poor workmanship or jointer mistakes. In order to reduce these types of faults, all jointers performing joints and terminations on Eskom MV cable networks need to be assessed. The following cable jointers have been assessed and approved to perform cable jointing and terminating on Eskom WCOU MV cable networks:

1. Brian Burke 073 253 9950
2. Martin Giles 084 0618575
3. Michael Goodwin 082 556 3053
4. Len Dixon 073 999 1136
5. Vernon Elliot – 0832855922
6. Keith Mulligan – 0795972740
7. Ronald Goodwin - 021 939 0595
8. Sivo Madakane - 021 939 0595
9. Lundi Sonkwala - 0795997567

Yours sincerely,

Jacques Paulse
SENIOR ENGINEER: STANDARDS IMPLEMENTATION (WCOU)

Group Technology Division
DBOUS Standards Implementation
Eskom Road Brackenfell
PO Box 1091 Johannesburg 2000 SA
Tel +27 21 980 3712 www.eskom.co.za
Eskom Holdings SOC Ltd Reg No 2002/015827/30



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 5 OF 2016/2017

INSTRUCTION: INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR ELECTRICAL CABLE PRODUCTS

1. PURPOSE

1.1 The purpose of this instruction is to:

- 1.1.1. Introduce amendments to the instruction for **Electrical Cables** dated 8 May 2013 by amending all clauses that contained the deeming of imported primary steel as locally manufactured.
- 1.1.2. Regulate the environment within which accounting officers (AOs) and Accounting Authorities (AAs) may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 ("the Regulations"), made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), which came into effect on 7 December 2011 make provision for the Department of Trade and Industry (dti) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 9 (1) of the Regulations prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 5 OF 2016/2017
INSTRUCTION: INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD
FOR LOCAL PRODUCTION AND CONTENT FOR ELECTRICAL CABLE PRODUCTS**

- 2.3 To this end, the dti has designated and determined the stipulated minimum threshold for local production and content for power and telecom cable products.

3. SECTOR DESIGNATION

- 3.1 The stipulated minimum threshold percentage for local production and content for the different types of electrical cables is 90%.
- 3.2 To ensure that local production and content is discharged on manufacturing activities, the following cables which have been designated must be included in bid invitations:

Power Cables: cables used for power transmission

Cable Products	Stipulated minimum threshold
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Telecom Cables: cables used for telecommunications

Cable Products	Stipulated minimum threshold
Optical Fibre Cables	90%
Copper Telecom Cables	90%

- 3.2 Excluded in the designation is mainly copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.3 Subject to market changes, National Treasury in consultation with the dti reserves the right to reintroduce deeming of primary steel as locally produced.

List of Specific Cables designated under this instruction note:

Category	Type
LOW VOLTAGE	Housewire, Flat Twin and Earth, Surface Cable, Rip Cord, Cab Tyre, Bells Cable, 1,5mm ² – 16mm ² , 2-37 cores, Fire Retardant, Low Halogen and

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	<p>Low Smoke Zero Halogen (LSOH)</p> <p>Main Cable</p> <p>25mm² – 100mm², 1-4 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH), Flexible Cables, Aerial Cables, ACSR, Split Concentric & Aerial Bundled Conductor (ABC)</p>
--	--

Category	Type
MEDIUM VOLTAGE	3,3kV – 22kV, 1-3 cores, Cross linked Polyethylene (XLPE) and Paper Insulated Lead Covered (PILC), Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH)
HIGH VOLTAGE	132kV, Single Core, Corrugated Seamless Aluminium (CSA) Sheathed

NOTE: The local Industry manufactures a vast range of engineered telecommunication, Industrial and Instrumentation copper and fibre optic cables, which are not limited to:

Category	Type
COPPER TELECOMMUNICATION CABLES	Standard and high frequency (ADSL) outside plant copper pair telecoms cables (10pair up to 240 pair), Indoor, PABX and high frequency (DSLAM) copper pair telecoms cables up to 200pair, Category 5e and Category 6 copper data cables.
COPPER INDUSTRIAL CABLES	Railway signalling copper cables, Electrical signalling copper cables, Steel wire armoured copper telecoms cables, UVG copper control cables for electrical utilities, Fire Alarm and control copper cables
COPPER INSTRUMENTATION CABLES	Thermocouple extension wire, Tray and direct buried instrumentation and control copper cables compliant to SABS, UL and BS standards accreditation.
FIBRE OPTIC TELECOMMUNICATION CABLES	Outside plant duct fibre optic cables up to 288 Fibre count, Aerial (short span, medium span and long span) self-support fibre optic cables up to 144 fibre count applications up to 144 fibre count
FIBRE OPTIC INDUSTRIAL CABLES	Metaltic armoured instrumentation and control fibre optic cables, Steel wire armoured mineshaft fibre optic cables,

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	Field deployable high durability fibre optic cables, Composite (fibre optic and copper core) cables
--	--

4. INVITATION OF BIDS FOR ELECTRICAL CABLES

4.1 Bids in respect of electrical cables must contain a specific bidding condition that only locally produced or locally manufactured cables with a stipulated minimum threshold for local production and content will be considered.

4.2 AOs/AAs must stipulate in bid invitations that:

- (i) the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and
- (ii) only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all National and Provincial Departments, Constitutional Institutions and Public Entities listed in Schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all Municipalities and Municipal Entities to which the Municipal Finance Management Act (MFMA) apply.

4.6 AOs/AAs must stipulate in the bid documentation that:

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(a) the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and

(b) the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

4.7 Benchmark / market related prices

4.7.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the cables / components being procured taking into account factors such as benchmark prices, value for money and economies of scale.

4.7.2 For this purpose, AOs/AAs may approach the dti to assist, where possible, with benchmark prices for the different classes and components of cables that have been designated for local production and content. The dti will be in a position to provide price references for the different products that have been designated for local production and content.

4.8. Bid specifications for the sub-sectors referred to in paragraph 3 above and the price benchmarking referred to in paragraph 4.7 above must be done in collaboration with the dti. **Contact information in this regard is provided in paragraph 8 below.**

5. EVALUATION OF BIDS FOR CABLES

5.1 A two stage evaluation process may be followed to evaluate the bids received.

5.1.1 First stage: Evaluation in terms of the stipulated minimum threshold for local production and content

5.1.1.1 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.

5.1.1.2 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.

5.1.1.3 The amendment of the stipulated minimum threshold for local production and content is not allowed.

5.1.1.4 AOs / AAs must ensure that the Declaration Certificate for Local Content (SBD / MBD 6.2) and the Annex C (Local Content Declaration: Summary Schedule) referred to in paragraphs 4.6 (a) and (b) above are submitted as part of the bid documentation.

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5.1.1.5 The dti has the right, as and when necessary, to request for auditors certificates confirming the authenticity of the declarations made in respect of local content.

5.1.1.6 AOs/ AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2).

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

5.1.2.1 Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. The evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.

5.1.2.2 AOs/AAs must ensure that contracts for cable products are awarded at prices that are market related taking into account, among others, the dti's pre-determined benchmark prices, value for money and economies of scale.

5.1.2.3 Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

7.1. Once bids are awarded, the dti must be:

- (i) notified of all the successful bidders and the value of the contracts; and
- (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.

7.2 The purpose of the requirements of paragraph 7.1 above is for the dti to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

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8. CONTACT INFORMATION

8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927

9. APPLICABILITY

9.1 This Instruction applies to all National and Provincial Departments, Constitutional Institutions, Public Entities listed in Schedules 2 and 3 to the PFMA and Municipalities and Municipal Entities to which the MFMA apply.

9.2 **This Instruction applies to all bids (written price quotations and advertised competitive bids) in excess of R30 000.00 (all applicable taxes included).** Products may not deliberately be split into parts or items of lesser value merely for the sake of procuring the products otherwise than through the directives contained in this Instruction.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION

10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction to the attention of Accounting Officers and Supply Chain Management Officials of their respective Provincial Departments.

10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction to the attention of Accounting Authorities and the Supply Chain Management Officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.

10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Municipalities and Municipal Entities.

10.4 Accounting Authorities of Schedule 2, 3B and 3D Public Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Public Entities.

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 5 OF 2016/2017
INSTRUCTION: INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD
FOR LOCAL PRODUCTION AND CONTENT FOR ELECTRICAL CABLE PRODUCTS**

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Instruction will be forwarded to the Auditor-General for notification.

12. REPEAL OF INSTRUCTION DATED 8 May 2013

12.1 This Instruction repeals Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for the **Electrical Cables** dated 8 May 2013.

13. AUTHORITY FOR THIS INSTRUCTION AND EFFECTIVE DATE

13.1 The Minister of Finance has approved the issuance of this Instruction in terms of regulation 9(2) of the Preferential Procurement Regulations (2011).

13.2 This Instruction takes effect on **27 July 2016**.



**KENNETH BROWN
CHIEF PROCUREMENT OFFICER**

DATE: 30/6/2016