



**iThemba
LABS**

Laboratory for Accelerator
Based Sciences

INVITATION TO BID

Design, Supply and Installation of the Target Transporter Track Extension and Spares for the South African Isotope Facility (SAIF) at iThemba LABS in Faure, Western Cape, South Africa

Bidder Name:

Bid Number:

NRF/ILABS 70MV/62/2020-21

Closing Date

18 June 2021

Closing Time:

11:00 am

Briefing Session

N/A

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**

Electronic submissions must be sent to scm@tlabs.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. You can also use the link to submit proposals (<http://filesend.nrf.ac.za/>)

Bidders are to send an email to scm@tlabs.ac.za post submission with the password to their financial envelope.

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INTRODUCTION TO THE NRF

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

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

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.

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

CONTEXT OF THIS PROCUREMENT NEED

iThemba LABS is in the process of expanding its existing facility in the Western Cape for the production of medical radioisotopes. The basis for this expansion is the acquisition of a new 70 MeV cyclotron which will be installed in existing concrete vaults on site and connected to newly upgraded radioisotope production infrastructure. The SAIF facility is currently scheduled for the delivery and installation of the 70 MeV cyclotron to start by September 2021.

The final facility will consist of the 70 MeV cyclotron for accelerating protons to high energies, beam lines for transporting the proton beams, up to four target stations where the radioisotopes will be produced by irradiating various target materials with the proton beam, and post-processing facilities. This is collectively known as the South African Isotope Facility (SAIF) project.

Figure 1 and Figure 2 below show an overview of the SAIF facility where the new 70 MeV cyclotron, beam lines and the target stations can be seen. The interior dimensions of the concrete vaults (TC, TN and TS) are approximately 10x10x7m (WxLxH) for purposes of scale. The walls and rooves of the concrete vaults are 3m thick and function as radiation shields to protect the operators and environment from radiation that can emanate from the acceleration of particle beams and their interaction with target materials.

As part of the SAIF project, iThemba LABS requires the extension of its existing target transporter system. The target transporter system is used to transfer targets between the isotope production vaults and the isotope post-processing facilities (a.k.a. Hot Cells) by means of motorised trolleys that run on approximately 200 meters of tracks. The requirement is to extend this track system by an additional 100 meters. This extension must be fully compatible with the existing tracks and therefore allow a trolley to travel from the current Hot Cells to the new SAIF target station vaults and vice-versa without any changes to the existing track installation. To this end iThemba LABS requires the following services:

1. Supply of all mechanical track hardware and mounting structures required for the project
2. Installation and mounting of the complete track layout on site
3. Supply of all CAD models of the final track layout and mounting structures for the SAIF facility

This project is expected to be delivered in the first quarter of 2022.

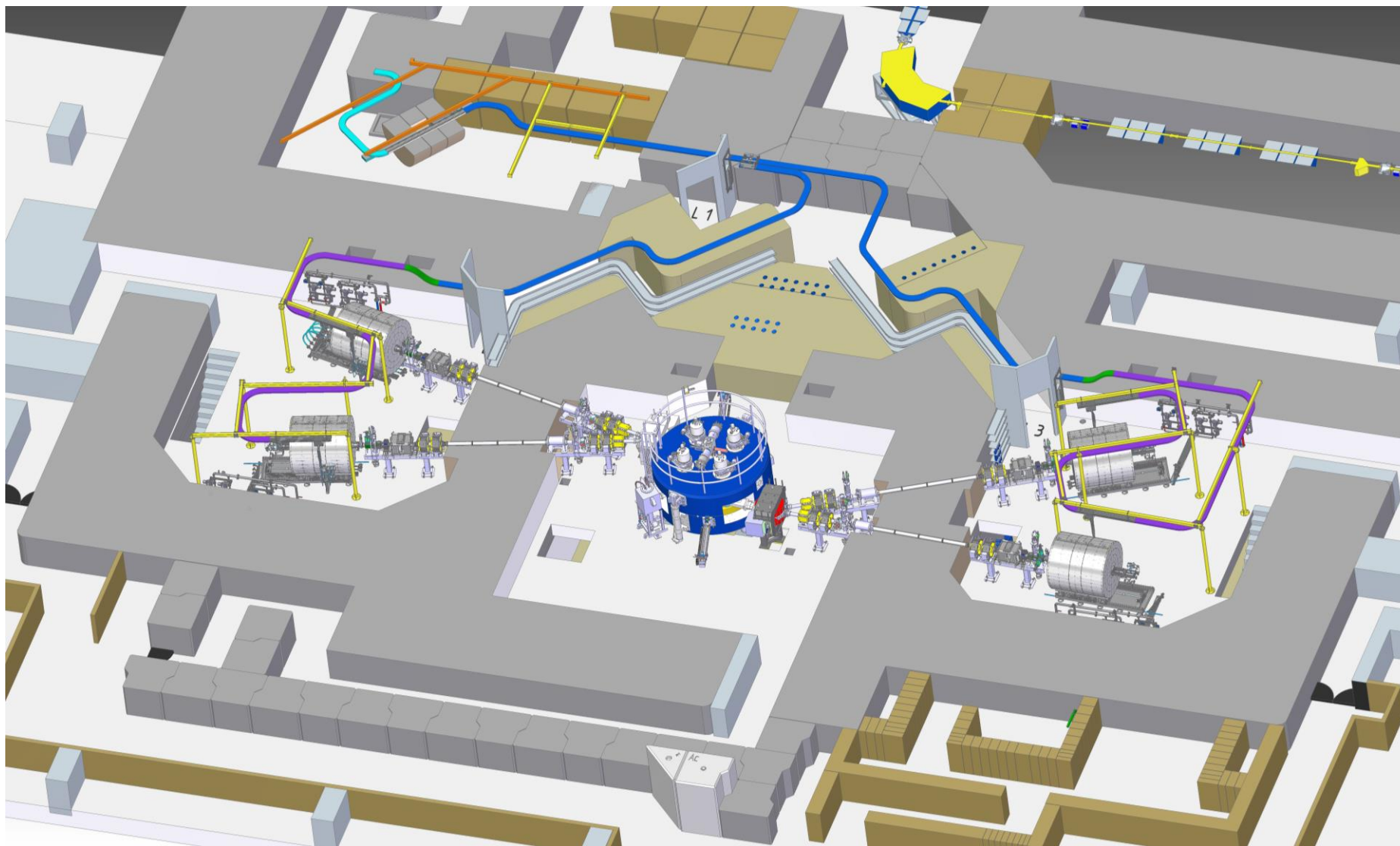


Figure 1: The South African Isotope Facility (SAIF) at iThemba LABS

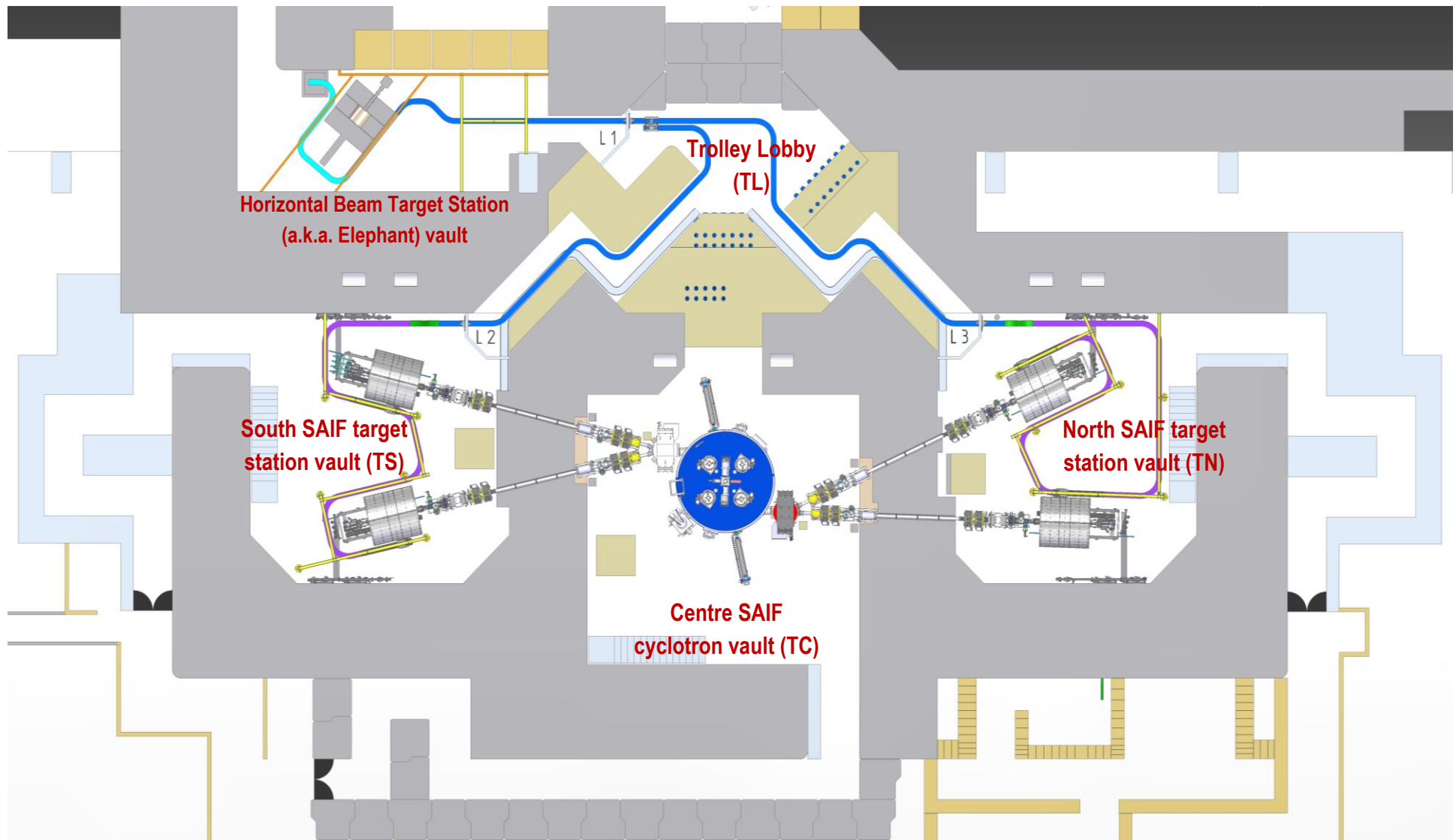


Figure 2: The South African Isotope Facility (SAIF) at iThemba LABS [top view]

1. Background and overview of the existing target transporter system

The existing target transporter system was procured from Telelift GmbH (Germany) and has been operational since the 1980s. The mechanical installation was done by external contractors and consists of approximately 200 meters of track, five (5) end stations, four (4) switches and a parking loop. The electrical wiring and control system of the target transporter was developed and implemented in-house at iThemba LABS. Figure 3 and Figure 4 below shows some pictures of the existing target transporter system.

The target transporter system is used to transfer targets between the isotope post-processing facilities (a.k.a. Hot Cells) and the vertical beam and horizontal beam target station vaults, more commonly referred to as the VBTS and Elephant vaults. The transfer is done by means of motorised trolleys that ride on tracks. As part of the SAIF project, iThemba LABS requires the extension of these tracks from the Elephant vault to the two new SAIF target station vaults. This extension will consist of approximately 100 meters of additional track. This is to enable trolleys to travel from the existing Hot Cells all the way to the new SAIF target station vaults. This extended track section must be fully compatible with the existing tracks.

Targets are transported between the Hot Cells and target station vaults by means of 24V motor-driven trolleys. These trolleys ride on a track with a gear rack and three copper rails. DC power (24V) is supplied to the trolley on the two copper rails closest to the gear rack. The 24V is looped back within the trolley onto the third copper rail. This third rail is also referred to as the sense line. The sense line is used to indicate the position of the trolley on the track to the control system by splitting (electrically insulating) the sense copper rail at predetermined positions.

2. Preliminary investigation of compatible track systems

A preliminary investigation by iThemba LABS concluded that the Telelift GmbH (Germany) UniCar10/15 range of tracks and cars are fully compatible with the existing target transporter system. iThemba LABS will therefore accept the UniCar10/15 range of track hardware, or any other track hardware equivalent in form, fit and function (F3), for the extension of its target transporter system.

The successful bidder must be the authorised distributor and/or installer of the proposed track hardware in South Africa. Documentation must be provided to demonstrate this.

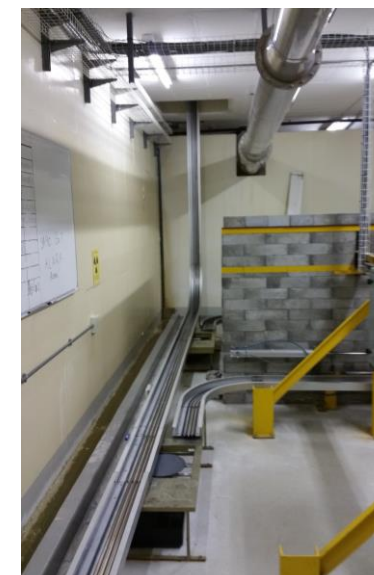
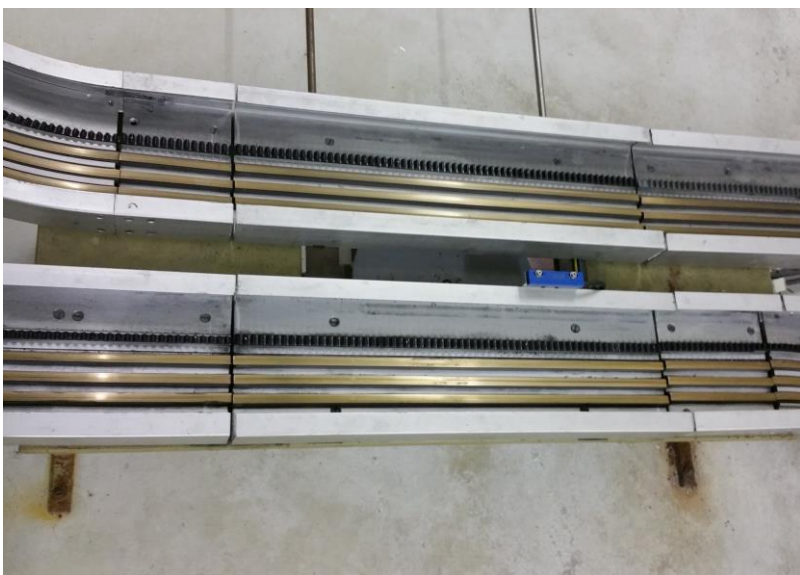


Figure 3: Clockwise from top-left: Elephant target station (where track extension will start), Elephant target station, parking loop, tracks, trolley docked in end station, and track switch

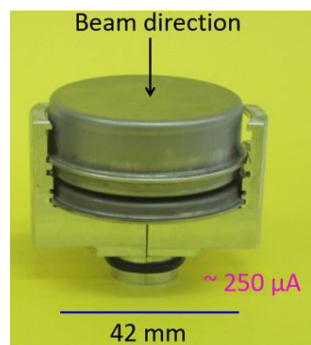


Figure 4: Left: Target holder and target capsule (fits into target holder), Right: Target holder on trolley docked in end station,

PART A – CONTRACT

PRE-QUALIFICATION ELIGIBILITY CRITERIA			
LOCAL CONTENT			
Legislative Local Content	N/A		
NRF TRANSFORMATION			
Minimum status B-BBEE level or not?	N/A		
Minimum status level	N/A		
A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.			
Verification certificate submitted	☐ Yes ☐ No	Sworn affidavit submitted	☐ Yes ☐ No

DETAILED SPECIFICATIONS

1. Concept SAIF track layout and iThemba LABS deliverables

In the course of designing the SAIF target station vaults, and the broader SAIF facility, iThemba LABS has come up with a concept layout for the track extension to connect the Elephant vault and the two new SAIF target station vaults. Figure 5 below shows a top view of this concept track layout. This layout was arrived upon after careful consideration of iThemba LABS' safety, operational and spatial requirements.

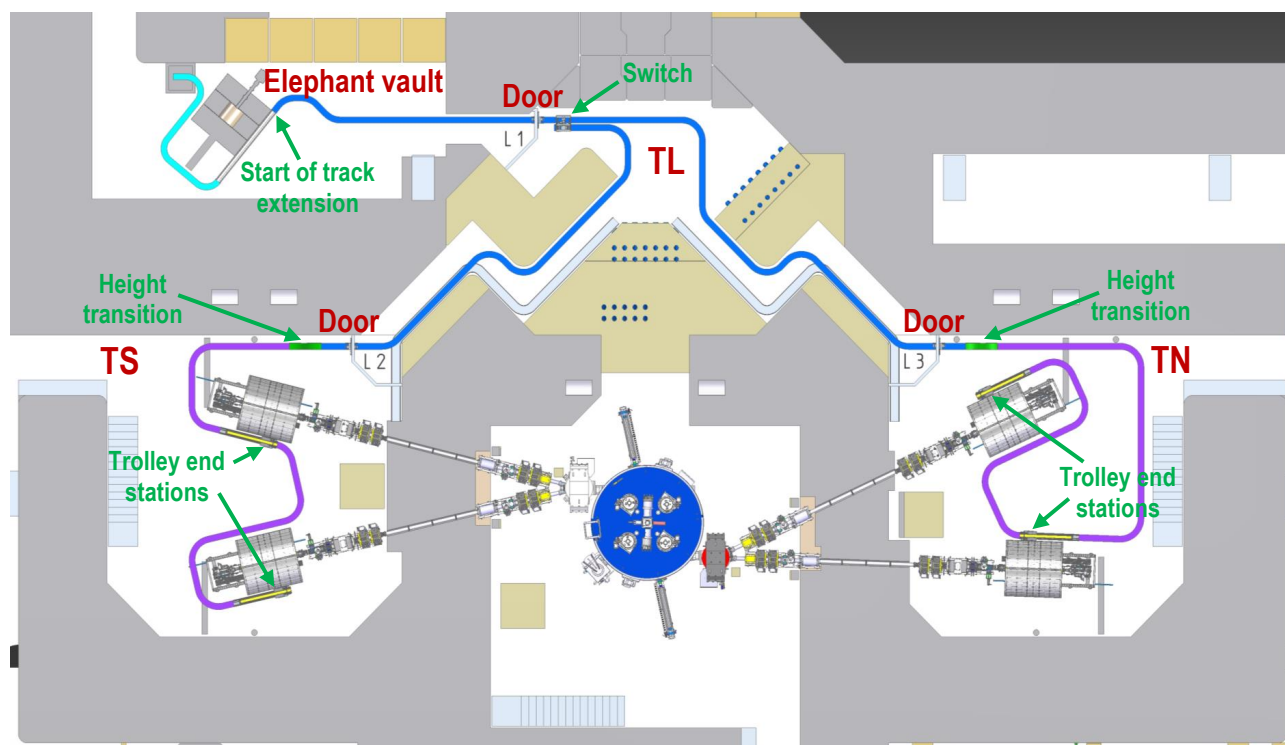


Figure 5: Concept SAIF track layout connecting the Elephant vault to the two new SAIF target station vaults

Concept path: The concept path consists of about 100 meters of track hardware. The trolley travels from the Elephant vault towards the SAIF target station vaults, in an upside down or inverted orientation, at a height of approximately 2.4m. It first passes through an air door and enters the Trolley Lobby (TL). The air doors at L1, L2 and L3 are required to isolate the air between the various vault areas to maintain radiological area classification. In the Trolley Lobby the trolley reaches a track switch. The track switch allows the trolley to travel to the North (TN) or South (TS) SAIF target station vaults. The path to each of the vaults is similar. In each instance, the trolley passes through a second air door and makes a height transition to approximately 2.6m. Within each target station vault, the trolley stops at one of the two trolley end stations.

iThemba LABS will provide prospective bidder(s) with a CAD model of the SAIF building, including the Elephant vault, and the concept track layout. **See annexure on page 59 for more details.** This model will show amongst others:

- A rectangular profile indicating the route and layout of the concept track extension
- A straight segment of track in the Elephant vault – to denote the start of the track extension (see Note 1 below)
- Four (4) straight track pieces, one next to each SAIF target station – to define the position of the trolley end stations (see Note 2 below)

- A switch (of type two position one track) where the tracks diverge to each of the SAIF target station vaults
- The SAIF vault doors with air doors fitted – to be used as a thoroughfare for the trolley
- Floor mounted rectangular support structures in the Elephant vault and the two SAIF target station vaults that iThemba LABS will provide. See item 3 below for more details

The successful bidder may make **minor modifications** to the concept track layout (optimisation of curves and bends etc.) and to the positions of the switch and air doors. All changes must be approved by the iThemba LABS project team.

Note 1. The track extension connects to the existing track whose position is fixed. The precise and final position of the start of the track extension will thus be determined together with the successful bidder on site during the installation phase of the project. iThemba LABS will make every attempt to ensure the position provided in the CAD model is as accurate as possible. **Minor changes** to this position can be expected. The successful bidder must price for these changes.

Note 2. The final positions of the four (4) straight track pieces (one next to each SAIF target station) are dependent on the final installation positions of each of the respective SAIF target stations. iThemba LABS will make every attempt to ensure the positions provided in the CAD model are as accurate as possible. **Minor changes** to the positions of these straight track pieces can be expected. The successful bidder must price for these changes.

The four (4) sample straight track pieces, the switch and the three (3) air doors shown in the CAD model are for illustration purposes only and must be supplied by the successful bidder in addition to all of the other required track hardware. All models shown are from the UniCar10/15 range of track hardware. However, the successful bidder may supply any track hardware that is equivalent in form, fit and function.

Floor mounted rectangular support structures will be provided by iThemba LABS where required. However, all additional mounting structures, brackets and fittings required to install and mount the track hardware must be designed or supplied by the successful bidder. These are not reflected in the CAD model.

2. Supply of all mechanical track hardware and mounting structures required for the track extension

Once all modifications to the concept track extension layout have been agreed upon, the successful bidder must supply all the mechanical track hardware to complete the track layout. These include:

- All the required track hardware such as straight, bend and curve pieces – from the UniCar10/15 range of hardware or other equivalent in form, fit and function
- One (1) crank-driven switch of type two position one track – UniCar10/15 part number 000036255 or other equivalent in form, fit and function
- Three (3) pneumatically controlled air doors that are 24V controlled, with a failsafe for power and compressed air failures and can withstand 80 Pa pressure differentials – UniCar10/15 part number 000108980 or other equivalent in form, fit and function
- Two (2) new trolleys that are 24V driven and can carry up to a maximum of 24.5 kg – UniCar10/15 part number 000039010 (no control PCB required) or other equivalent in form, fit and function

The UniCar10/15 range of track hardware and part numbers have been mentioned explicitly as they are fully compatible with the existing target transporter system. iThemba LABS will also accept any other track hardware equivalent in form, fit and function.

The successful bidder must also design or supply all the mounting structures, brackets and fittings required to install and mount all the mechanical track hardware. The mounting structure supplied must be based on the Unistrut or HILTI strut channel framework as these are widely used across iThemba LABS.

All shipping and transports costs, including local transport, will be the responsibility of the supplier as per the general conditions of contract. In the case of imported content, all import taxes, custom duties and VAT shall be payable by iThemba LABS. See the Special Conditions of Contract (SCC) for more details on the pricing.

3. Installation and mounting of the complete track layout on site

The successful bidder must install and mount the complete track layout on site. This includes the installation and mounting of the switch and the three (3) air doors. The following points must be noted in this regard:

3.1 Installation of the four (4) straight track pieces, one next to each SAIF target station

The precise positioning of the straight track pieces next to each of the SAIF target stations is of vital importance to iThemba LABS. For this reason, the successful bidder must, with input from iThemba LABS, install the four (4) straight track pieces (one next to each of the respective SAIF target stations) **prior to installing any other sections of track within the TS and TN SAIF target station vaults**. The successful bidder may only proceed to install the rest of the track layout within the SAIF target station vaults once iThemba LABS has verified the correct positioning of said tracks and gives the go ahead to proceed.

3.2 Connection of the existing track structure to the new track extension within the Elephant vault

The connection of the existing tracks to the new tracks must be done using the UniCar10/15 track connector (part number 000035178) or other equivalent in form, fit and function. The connection must be done such that the transition of trolleys between the existing and new tracks (and vice versa) is smooth and with minimal vibration or knocking. This will be verified as part of acceptance testing.

3.3 Restrictions on the installation of mounting structures on the roof beams

For operational and maintenance purposes, the roof of the Elephant vault and the two SAIF target station vaults, that are comprised of 1.5-meter-thick concrete beams, need to be removed periodically. To allow for this, the mounting structures for the sections of track in each of these areas **should not** be attached to these roof beams.

iThemba LABS will provide floor mounted rectangular support structures in the Elephant vault and the two SAIF target station vaults. The mounting structures for the sections of track in each of these areas should thus be mounted onto the side walls (where practical/closest) or onto the provided rectangular support structures.

The rectangular support structures are shown in the CAD model provided to the prospective bidder(s) as per item 1 above.

The mounting structures for the sections of track within the Trolley Lobby can be mounted onto the side walls (where practical/closest) or onto the roof.

3.4 Working within the horizontal beam target station (Elephant) vault

A short section of the track layout will be installed within the Elephant vault. The Elephant vault is an operational vault where a number of radioisotopes are currently produced by irradiating various target materials. The Elephant vault is thus considered a “red” or controlled radiation area. The successful bidder should take note of the following:

- The Elephant vault will be decontaminated before any work within the vault commences to reduce the risk of radioactive contamination.
- All personnel needing to work within the Elephant vault will be given radiation safety training, over and above the mandatory on-site safety training.
- Any additional personal protective equipment (PPE) required to work within the Elephant vault will be provided by iThemba LABS.
- Occupational radiation exposure to personnel from working within the Elephant vault will be monitored and the dose rate limited to an effective dose of 0.5 millisieverts (mSv) per year¹. This will be done by the iThemba

¹ The International Atomic Energy Agency (IAEA) recommends an effective dose limit of 1.0 mSv per year for members of the public. iThemba LABS operates at half this limit for members of the public and all personnel performing work at iThemba LABS.

LABS radiation protection department and at iThemba LABS' cost.

It must be noted that the Trolley Lobby and the two SAIF target station vaults are newly renovated areas and can be treated as "white" or radiation free areas.

4. Full CAD model of the track layout for the SAIF facility

The successful bidder must provide iThemba LABS with CAD models of the complete track layout for the SAIF facility as per the final installation. This includes all track hardware, mounting structures and air doors. All CAD models must be provided in a format compatible with Solid Edge, such as a STEP or Parasolid file, and in accordance with SANS 10111-1:2011.

5. Electrical wiring and target transporter control system

iThemba LABS will carry out all the electrical wiring and develop the control system for the SAIF track layout. All signal and power cables will be routed from the SAIF Power Supply Room down to the Trolley Lobby where they will be connected to the tracks in the region of the switch. iThemba LABS will route additional cables along the track route, mounted on the tracks. Figure 6 below shows an overview.

To ensure the desired wiring and control schemes can be achieved, the following mechanical requirements apply:

- The successful bidder must install cable clamps every two (2) meters along the track route to allow for cables to be mounted on the tracks. UniCar10/15 part number 000035114 or other equivalent in form, fit and function.
- The successful bidder must connect the conductive rails between all adjoining pieces of tracks with the use of all necessary brackets and power rail connectors. This is not applicable at the switch and air doors. Further exceptions to this requirement are listed below.
- Grounding sets, to ground the track profile, must be installed at all positions indicated by the **GREEN** dot show in Figure 6. UniCar10/15 part number 000035213 or other equivalent in form, fit and function.
- **The sense line** (rail furthest from gear rack) must be split (electrically insulated) as per the **ORANGE** dashed lines shown in Figure 6. The rails must be insulated using insulating pieces compatible with the UniCar10/15 range of tracks.
- **All three rails** (DC power rails and sense line) must be split (electrically insulated) as per the **RED** dotted lines shown in Figure 6.

The final number and location of the rail splits will be confirmed on-site together with the successful bidder. The successful bidder must price for **minor modifications** to the above requirements.

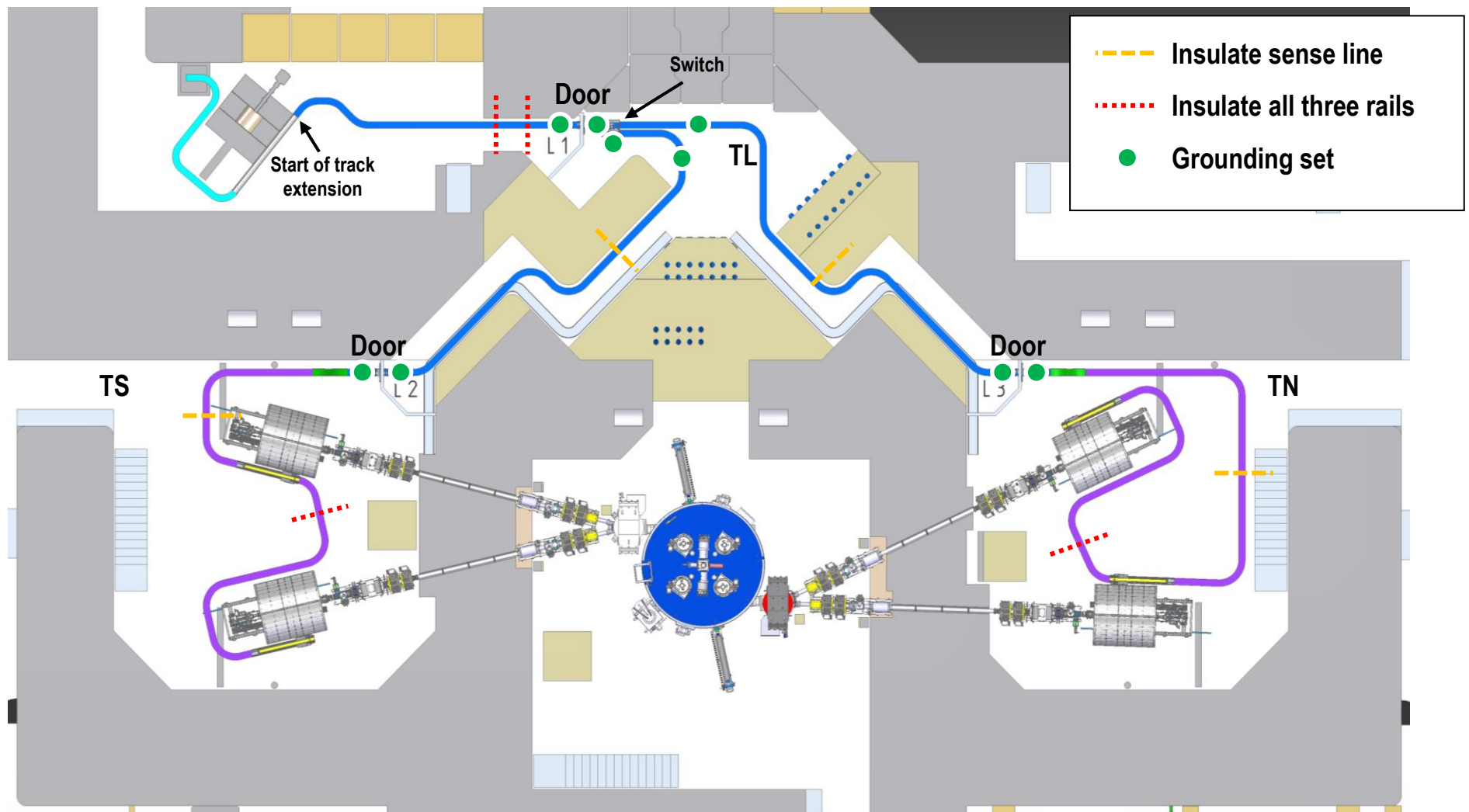


Figure 6: Concept SAIF track layout with electrical connection legend

6. Project timeline and installation schedule

This project forms part of the global SAIF project and their timelines are thus highly interdependent. The SAIF facility is currently scheduled for the delivery and installation of the 70 MeV cyclotron to start by September 2021. This includes the completion of the two SAIF target stations vaults and the Trolley Lobby. The successful bidder must **be ready (if requested)** to deliver and start with the track installation in the first quarter of 2022. The actual start date of delivery and installation will be communicated to the successful bidder by the end of 2021. This is dependent on the completion of construction and commissioning of the SAIF facility buildings and the availability of the Elephant vault.

Prospective bidder(s) must provide a provisional schedule assuming an installation start date of 01 January 2022 and indicating, amongst others, lead times and milestones to complete and commission the entire installation.

7. Spare parts

In addition to the parts stated in item 2 above, the successful bidder should also price to supply the following spare parts once off at the time of delivery of the main track hardware:

Description	Qty	Comments
Straight track profile	3	Fully assembled. UniCar10/15 part number 000035231 or other equivalent in form, fit and function.
Curve 90°, gear rack position inside	3	Fully assembled. UniCar10/15 part number 000035250 or other equivalent in form, fit and function.
Curve 90°, gear rack position outside	3	Fully assembled. UniCar10/15 part number 000035252 or other equivalent in form, fit and function.
Switch, crank driven	3	Fully assembled. UniCar10/15 part number 000036255 or other equivalent in form, fit and function.
Pneumatic air door	1	Fully assembled. UniCar10/15 part number 000108980 or other equivalent in form, fit and function.
Small parts kit	1	UniCar10/15 part number 000035301 or other equivalent in form, fit and function.
Commissioning kit	1	UniCar10/15 part number 000104961 or other equivalent in form, fit and function.
Track connector new/old	20	UniCar10/15 part number 000035178 or other equivalent in form, fit and function.
Universal-Z-angle	40	UniCar10/15 part number 000035202 or other equivalent in form, fit and function.
Power rail connector	30	UniCar10/15 part number 000103990 or other equivalent in form, fit and function.
Grounding set	10	UniCar10/15 part number 000035213 or other equivalent in form, fit and function.
Cable clamp	30	UniCar10/15 part number 000035114 or other equivalent in form, fit and function.

8. Documentation

The successful bidder must provide CAD models of the final track layout for the SAIF facility as per item 4 above. In addition to this, the following documentation must be provided:

- A complete bill of materials (BOM) of the parts installed on the final track layout in a Microsoft Excel format. The BOM must include:
 - Original equipment manufacturer name and part numbers of all off the shelf parts used
 - Drawing numbers that correlate to the CAD drawings of each part
- PDF documents of any maintenance procedures recommended by the OEM to ensure the reliability and maintain the performance of the mechanical parts. Particularly, the switch and air doors.

9. Commissioning and acceptance

The scope of this bid is limited to the supply, installation and mounting of all the mechanical hardware required for the SAIF track extension as per items 2 and 3 above. The commissioning and acceptance of the mechanical installation will be done through a series of functional tests as described in Table 1 below. iThemba LABS will conduct these tests together with the successful bidder. Provision must be made in the successful bidder's schedule to complete the acceptance tests and to remedy any shortcomings identified through the tests.

Any additional equipment and/or services (electrical power, compressed air etc.) required to perform the tests will be provided by iThemba LABS. A UniCar UC10 standard chassis (UniCar10/15 part number 000039010) powered by a portable power source will be provided by iThemba LABS and used for tests where a trolley is required.

The CAD files and documentation supplied by the successful bidder, as per item 8 above, will also be verified by the iThemba LABS project manager against iThemba LAB's requirements during the acceptance process.

Table 1: User acceptance tests (UAT) to ensure correct functional operation of the SAIF track extension

Test No.	Description of test	Acceptance criteria	No. of cycles
UAT1	Drive the trolley from a section of the old tracks onto a section of the newly extended tracks within the Elephant vault	Smooth transition of trolley from old to new tracks with minimal vibration or knocking	20
UAT2	Drive the trolley from a section of the newly extended tracks onto a section of the old tracks within the Elephant vault	Smooth transition of trolley from new to old tracks with minimal vibration or knocking	20
UAT3	Drive the trolley from the start of the track extension in the Elephant vault to the switch in the Trolley Lobby	Trolley travels smoothly and without impediment from start to end destinations Trolley travels onto the switch with minimal vibration or knocking	20
UAT4	Drive the trolley from the switch in the Trolley Lobby to the start of the track extension in the Elephant vault	Trolley travels smoothly and without impediment from start to end destinations Trolley travels off the switch with minimal vibration or knocking	20
UAT5	Apply power to and move the switch between the two designated end positions with no trolley parked on the switch	Switch moves smoothly between the two designated end positions Switch moves without grazing the adjoining static tracks	20
UAT6	Apply power to and move the switch between the two designated end positions with a trolley parked on the switch	Switch is able to align with the adjoining track at the two designated end positions	20
UAT7	Drive the trolley from the switch in Trolley Lobby to the last end station in the North (TN) vault	Trolley travels smoothly and without impediment from start to end destinations Trolley travels off the switch with minimal vibration or knocking	20
UAT8	Drive the trolley from the last end station in the North (TN) vault to the switch in Trolley Lobby	Trolley travels smoothly and without impediment from start to end destinations Trolley travels onto the switch with minimal vibration or knocking	20
UAT9	Drive the trolley from the switch in Trolley Lobby to the last end station in the South (TS) vault	Trolley travels smoothly and without impediment from start to end destinations Trolley travels off the switch with minimal vibration or knocking	20
UAT10	Drive the trolley from the last end station in the South (TS) vault to the switch in Trolley Lobby	Trolley travels smoothly and without impediment from start to end destinations Trolley travels onto the switch with minimal vibration or knocking	20
UAT11	Operate air door at L1 door	24V (0.5A max) applied – door opens smoothly and without impediment to the fully open limit	20
UAT12	Operate air door at L2 door	0V applied – door closes smoothly and without impediment to the fully closed limit	20
UAT13	Operate air door at L3 door	Loss of power – door closes smoothly and with no impediments to the fully closed limit	20

		Loss of compressed air – door closes smoothly and with no impediments to the fully closed limit	
UAT14	Measure electrical continuity on DC power rails at various points on the track extension	Rails connected or insulated as per requirements in item 5 above	1
UAT15	Measure electrical continuity on the sense line rail at various points on the track extension	Rails connected or insulated as per requirements in item 5 above	1
UAT16	Inspect bottom of tracks along the track extension for cable clips and grounding sets	Cable clamps and grounding sets provided as per item 5 above	1
UAT17	Inspect installed mounting structure	Mounting structure supplied is based on the Unistrut or HILTI strut channel framework	1
UAT18	Ad hoc inspections and measurements of the critical segments of the track extension layout	The track extension layout has been installed to within 50 mm of the final agreed upon design	1
UAT19	Measurement of the positions of the four (4) straight track pieces, one next to each SAIF target station	The tracks are installed at the desired position and align with the target stations as required	1
UAT20			

10. Installation guarantee

The successful bidder must provide a warranty of **two (2) years** on all mechanical track parts, mounting structures and other components supplied and installed. This warranty is against manufacturing defects and/or incorrect equipment installation. The transporter system is expected to make 500 transfers of the trolley per annum.

The warranty period will commence upon the commissioning and acceptance of the complete track layout as per item 9 and the agreed project schedule.

DUE DILIGENCE OF CAPACITY AND CAPABILITY

- 1. Prospective bidder(s) must provide, as a minimum, the following documents for conducting due diligence:**
 - 1.1. A company profile describing the capabilities and skills for the supply and installation of a track layout of comparable magnitude.
 - 1.2. A project delivery schedule detailing each milestone to deliver within the specification in this document.
 - 1.3. A methodology and technical approach to demonstrate alignment with project requirements and scope and risk mitigation strategies.
 - 1.4. A document or documents indicating that the bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the proposed track hardware in South Africa.
 - 1.5. Datasheets of all the track hardware being supplied to demonstrate that they are fully compatible with the existing track system. These include datasheets of:
 - 1.5.1. All the straight, bend and curve track pieces
 - 1.5.2. The track switch
 - 1.5.3. The pneumatically controlled air door
 - 1.5.4. The trolley
 - 1.6. A portfolio of at least three (3) substantially similar projects, covering a similar scope of works, to a value exceeding ZAR 3 million executed over the past 5 years, including the contract value and duration, and which demonstrates that the bidder is able to supply and install a track layout of comparable (or exceeding) magnitude and complexity (in-house or via a subcontractor).
 - 1.7. A list of at least 3 (three) contactable written references (including the projects listed in the portfolio mentioned in 1.6 above) that will be contacted for verification of quality of work delivered. See the reference letter format for the risks to be addressed in the reference letter. (Refer to page 58)
 - 1.8. Detailed CVs of key personnel responsible for the engineering design work and planning of equipment installation.
 - 1.9. Detailed CVs of key personnel of each major subcontractor(s) or consortium partner(s) where applicable.
 - 1.10. This document (SBD 1) signed. (Refer to page 45 and 60)
 - 1.11. Their declaration of interest with government (SBD 4). (Refer to page 49)
 - 1.12. Their preference points claim (SBD 6.1). (Refer to page 51)
 - 1.13. Their declaration of past SCM practices (SBD 8). (Refer to page 55)
 - 1.14. Their declaration of independent bid determination (SBD 9). (Refer to page 56)
 - 1.15. Their CSD Report reflecting legal details, registration numbers, details of directors' shareholding, and tax status showing full tax compliance.
 - 1.16. Certificate of professional indemnity insurance cover of 5% of the contract value or R5 million whichever value is the greatest.
 - 1.17. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.

CONTRACT PERIOD

The contract is for the supply, installation and mounting of all the mechanical hardware required for the SAIF track extension. The contract period commences from the date that both parties sign the contract (SBD 7) and terminates upon the expiry of the warranty period. Notwithstanding the termination of any non-disclosure undertakings, the provisions of these agreements shall endure post the termination.

SUB-CONTRACTOR MANAGEMENT

Procedures for the appointment of sub-contractors:

- Subcontracting of specialised design and/or installation processes is allowed
- The contractor shall not subcontract the whole work of the contract.

Specific requirements for sub-contractor documentation:

- A letter of appointment from the main contractor
- Agreement between the sub-contractor and the main contractor must be approved by the client prior to appointment.

Specific procedures to comply with Preferential Procurement Policy Framework Act requirements for sub-contracting within signed contracts:

- The client will issue the list of the sub-contractors on their framework.

Responsibility for sub-contractor defects and remediation:

- Responsibility lies with the main contractor

Responsibility for payment of sub-contractors:

- Main contractor is responsible for payments of sub-contractors

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

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

Implementation, hand over, and product management

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

After signing the contract, the appointed bidder must ensure that the equipment comply with the necessary norms for the installation and commissioning of the equipment supplied according to the original requirements, specifications and safety regulations.

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

Performance Verification

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

1. The appointed bidder will deliver to site.
2. iThemba LABS contract manager will conduct on-site functional tests together with the appointed bidder as per section 9 above.
3. The appointed bidder corrects any variations in these results.
4. Both parties verify this through signing the verification documentation.

Contract Due Diligence during the contract period

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

Communication (General Condition of Contract Clause No: 31)

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

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

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

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

The appointed bidder must conduct on-site functional tests together with the iThemba LABS contract manager as per section 9 above.

Packing (General Condition of Contract Clause No: 9)

Packaging prevents damage during transportation and storage

Insurance (General Condition of Contract Clause No: 11)

Upon award, the appointed bidder carries insurance of at least 5% of the contract value or R 5 million (whichever is the greater) for public liability, product liability, and professional indemnity. iThemba LABS assets in custody of the appointed bidder are insured for the replacement value of the asset.

Incidental Services (General Condition of Contract Clause No: 13)

Incidental services include all services to support the contract with the minimum of training, technical support, component upgrades, calibration services, maintenance/repairs services.

In the event that this section is invoked, it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.

Warranty (General Condition of Contract Clause No: 15)

The components and assemblies should carry a warranty of **two (2) years** and excluding consumable parts and accessories.

The appointed bidder is available for assistance at no cost to the iThemba LABS during the period of warranty to correct manufacturer's fault if these arise in the operation. The appointed bidder takes immediate steps to rectify the defects causing the equipment not to be in working order or not working satisfactorily owing to faulty material, design or workmanship in their manufacture or installation at the bidder's expense.

Payment (General Condition of Contract Clause No: 16)

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

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

Payments will be made in the currency quoted by, and contracted with, the successful bidder.

Prices (General Condition of Contract Clause No: 17)

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

1.	Exceptions: Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, exchange rates and spare parts.
2.	Funding of Purchase Orders within the Contract: The NRF guarantees that the funding is available for the value of the issued written purchase order under the signed contract. The issued purchase order stipulates the contract number, the quantity, the description, the delivery date, and the unit price as set out in the contract
3.	Commitment to Appointed Services Provider: iThemba LABS, through the signed contract, guarantees its procurement of the equipment from the appointed party only where the appointed party meets or exceeds the contractual performance levels.
4.	Pricing Special Conditions – Price Adjustments: In terms of General Conditions of Contract clause 17.1, the price schedule (SBD 3.1) remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract unless the price adjustments and their corresponding management rules are stated below.
5.	Price quoted: is South African Rand or US Dollar or Euro in terms of General Conditions of Contract clause GCC16.4 and SCC16.4A.
6.	Price Quotation Basis: Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. The supplier is not responsible for customs duties or import taxes associated with any components or systems imported to South Africa.
7.	Price Delivery Point: In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131

Subcontract (General Condition of Contract Clause No: 20)

Any sub-contract to another party complies with the requirements of the Preferential Procurement Policy Framework Act and its regulations.

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.

OHS Occupational Health and Safety when working on NRF sites:

All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

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

The appointed party, once signing the contract (SBD 7 and the NRF's Section 37.2 agreement), is responsible for itself, its employees, and those people affected by its operations in terms of the Act the regulations promulgated in terms thereof. The appointed party performs all work and uses equipment on site complying with the provisions of the Act.

To this end, the appointed party shall make available to the NRF the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The appointed party furnishes its registration number with the office of the Compensation Commissioner prior to commencement of any site work.

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

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

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

1. If the contracted bidder fails to meet any performance level:
 - a. The contracted bidder shall investigate and report on the root causes of the performance level failure;
 - b. Promptly correct the failure and begin meeting the set performance levels
 - c. Advise the NRF as to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 - d. Take appropriate preventive measures to prevent the recurrence of the performance level failure.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Supply of all mechanical track hardware and mounting structures required for the track extension	Both parties jointly check and confirm specifications are met within 10 days after the completion before payment.	Penalty – 1% of the specific invoice value for each week of delay in completion
Installation and mounting of the complete track layout on site	Both parties jointly conduct functional acceptance tests to confirm specifications are met within 10 days after the completion before payment.	Penalty – 1% of the specific invoice value for each week of delay in completion
Supply of full CAD model of the track layout for the SAIF facility	Both parties jointly check and confirm specifications are met within 10 days after the	Penalty – 1% of the specific invoice value for each week

	completion before payment.	of delay in completion																		
EVALUATION PROCESS																				
A multiple stage process, with sub-stages when required, is followed: Pre-qualification Stage (One) BBBEE and Local content <table border="1" style="width: 100%;"> <tr> <th colspan="2" style="text-align: center;">PRE-QUALIFICATION ELIGIBILITY CRITERIA</th> </tr> <tr> <th colspan="2" style="text-align: center;">LOCAL CONTENT</th> </tr> <tr> <td>Legislative Local Content</td> <td>N/A</td> </tr> <tr> <th colspan="2" style="text-align: center;">NRF TRANSFORMATION</th> </tr> <tr> <td>Minimum status B-BBEE level or not?</td> <td>N/A</td> </tr> <tr> <td>Minimum status level</td> <td>N/A</td> </tr> <tr> <td colspan="2">A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.</td> </tr> <tr> <td>Verification certificate submitted</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>Sworn affidavit submitted</td> <td>☐ Yes ☐ No</td> </tr> </table> Administrative stage (Two): (CSD registered/SBD's/B-BBEE//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 (Three): 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 (Four): Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1 in accordance with the PPPFA.			PRE-QUALIFICATION ELIGIBILITY CRITERIA		LOCAL CONTENT		Legislative Local Content	N/A	NRF TRANSFORMATION		Minimum status B-BBEE level or not?	N/A	Minimum status level	N/A	A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.		Verification certificate submitted	☐ Yes ☐ No	Sworn affidavit submitted	☐ Yes ☐ No
PRE-QUALIFICATION ELIGIBILITY CRITERIA																				
LOCAL CONTENT																				
Legislative Local Content	N/A																			
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Minimum status B-BBEE level or not?	N/A																			
Minimum status level	N/A																			
A bidder failing to meet any of the stipulated pre-qualifying criteria does not proceed to the evaluation stage.																				
Verification certificate submitted	☐ Yes ☐ No																			
Sworn affidavit submitted	☐ Yes ☐ No																			

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	☐ Yes ☐ No	Pages 45 and 60
Declaration of Interest with Government (SBD 4), signed and completed.	M	☐ Yes ☐ No	Page 49
Preference Points Claimed (SBD 6.1), signed and completed.	M	☐ Yes ☐ No	Page 51
Declaration of Past SCM Practices (SBD 8), signed and completed.	M	☐ Yes ☐ No	Page 55
Certificate of Independent Bid Determination (SBD 9), signed and completed.	M	☐ Yes ☐ No	Page 56
CSD Report reflecting legal details, registration numbers, details of directors' shareholding, and tax status	M	☐ Yes ☐ No	Page 20
<u>Bidder Support Due Diligence Eligibility</u>			
A company profile describing the capabilities and skills for the supply and installation of a track layout of comparable magnitude.	M	☐ Yes ☐ No	Page 20
A project delivery schedule detailing each milestone to deliver within the specification in this document.	M	☐ Yes ☐ No	Page 20
A methodology and technical approach to demonstrate alignment with project requirements and scope and risk mitigation strategies.	M	☐ Yes ☐ No	Page 20
A document or documents indicating that the bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the proposed track hardware in South Africa.	M	☐ Yes ☐ No	Page 20

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

Returnable Documents	Specification		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Datasheets of all the track hardware being supplied to demonstrate that they are fully compatible with the existing track system. These include datasheets of: • All the straight, bend and curve track pieces • The track switch • The pneumatically controlled air door • The trolleys	M	☐ Yes ☐ No	Page 20
A portfolio of at least three (3) substantially similar projects covering a similar scope of works executed over the past 5 years, including the contract value and duration, and which demonstrates that the bidder is able to supply and install a track layout of comparable (or exceeding) magnitude and complexity (in-house or via a subcontractor).	M	☐ Yes ☐ No	Page 20
Detailed CVs of key personnel responsible for the engineering design work and planning of equipment installation.	M	☐ Yes ☐ No	Page 20
Detailed CVs of key personnel of each major subcontractor(s) or consortium partner(s) where applicable.	M	☐ Yes ☐ No	Page 20
Certificate of professional indemnity insurance cover of 5% of the contract value or R5 million (whichever value is the greatest).	M	☐ Yes ☐ No	Page 20
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.	M	☐ Yes ☐ No	Page 20
Three (3) written references with contact details for those customers (including the projects listed in the portfolio of previous project) for whom the bidder has completed work within the last five years that meets the minimum threshold of "Meets requirements."	M	☐ Yes ☐ No	Pages 20 and 58

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
Reference 1: From:				
Reference 2: From:				
Reference 3: From:				

<u>Pricing Competition Documents</u>				
(M – Mandatory); (O – Optional)		Submitted	Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3) in the format provided in this document (separate envelope)	M	☐ Yes ☐ No	Page 43	
Documentation showing a detailed pricing breakdown of each line item in SBD 3.	M	☐ Yes ☐ No	Page 43	

ELIGIBILITY CRITERIA (GO/NO-GO)

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

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

Reference to Bidder's document		Meet Specification Minimum	Bid Section Reference	Reference to Bidder's document
1	All the track hardware being supplied is fully compatible with the existing Telelift track system	☐ YES ☐ NO	Page 6	
2	The bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the proposed track hardware in South Africa.	☐ YES ☐ NO	Page 6	
3	A project of a similar nature (supply and installation of a track system) to a value exceeding ZAR 3 million has been successfully completed by the bidder in the past five (5) years	☐ YES ☐ NO	Page 20	
4	A project schedule indicating how the project will be executed and completed on time, with a clear understanding of the requirements with timelines, resources and dependencies has been submitted	☐ YES ☐ NO	Page 20	
5	A detailed technical proposal and methodology that is aligned to the scope of the project has been submitted	☐ YES ☐ NO	Page 20	
6				
7				

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, compliance and BBBEE response 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.

GENERAL CONDITIONS OF CONTRACT	
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 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	Copyright and Intellectual Property 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). 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. Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract. 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. 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. 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).

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	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. 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. 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. 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.
SCC5B	Confidentiality 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: - 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. 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 - 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. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: - 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. 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: - 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. 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. 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. 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.
SCC5C	Protection of Private Information The supplier hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive,

GENERAL CONDITIONS OF CONTRACT	
	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.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
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	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 21 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 21 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

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	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 21 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.
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 21 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 21 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	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC13.1A	The requirements for incidental services as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 21 are applicable.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC14A	In the event that this section is invoked it is only valid if confirmed through the issue of a written purchase order that specifies quantity, description, unit price, and delivery date as a minimum.
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

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	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 21 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.
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 21 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.
SCC17	Price adjustments are allowed for additional components and/or complete target station assemblies in terms of section SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 21 of this document.
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 21 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,

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	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
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 The name and address of the supplier and / or person restricted by the purchaser; 23.6.2 The date of commencement of the restriction 23.6.3 The period of restriction; and 23.6.4 The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt

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	with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
SCC23	The additional terms of termination as detailed in SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 21 are applicable.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
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, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
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; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
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

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	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.
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) PRICING DETAIL	
1.	<u>Funding of Purchase Orders within the Contract:</u> The NRF guarantees that the funding is available for the value of the issued written purchase order under the signed contract. The issued purchase order stipulates the contract number, the quantity, the description, the delivery date, and the unit price as set out in the contract
2.	<u>Pricing Special Conditions – Price Adjustments:</u> In terms of General Conditions of Contract clause 17.1, the price schedule below remains unchanged for the duration of the contract with the NRF accepting no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract unless the price adjustments and their corresponding management rules are stated below.
3.	<u>Price quoted:</u> is South African Rand or US Dollar or Euro in terms of General Conditions of Contract clause GCC16.4 and SCC16.4A.
4.	<u>Price Quotation Basis:</u> Price quoted is fully inclusive of all costs to deliver the services and/or goods to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2. The supplier is not responsible for customs duties or import taxes associated with any components or systems imported to South Africa.

See pricing schedule on next page

PRICING SCHEDULE					
No.	QTY	DESCRIPTION/	UOM	UNIT PRICE	TOTAL
		Supply of all mechanical track hardware and mounting structures required for the track extension			
1	1	All the required track hardware such as straight, bend and curve pieces	Each		
2	1	Crank-driven switch of type two position one track	Each		
3	3	Pneumatically controlled air doors that are 24V controlled	Each		
4	2	Trolley that are 24V driven and can carry up to a maximum of 24.5 kg	Each		
5	1	All the mounting structures, brackets and fittings required to install and mount all the mechanical track hardware	Each		
6	1	Installation and mounting of the complete track layout on site	Each		
7	1	Full CAD model of the track layout for the SAIF facility	Each		
		Spare parts			
8	3	Straight track profile	Each		
9	3	Curve 90°, gear rack position inside	Each		
10	3	Curve 90°, gear rack position outside	Each		
11	3	Crank-driven switch of type two position one track	Each		
12	1	Pneumatically controlled air doors that are 24V controlled	Each		
13	1	Small parts kit	Each		
14	1	Commissioning kit	Each		
15	20	Track connector new/old	Each		
16	40	Universal-Z-angle	Each		
17	30	Power rail connector	Each		
18	10	Grounding set	Each		

19	30	Cable clamp	Each		
		Documentation			
20	1	A complete bill of materials (BOM) of the parts installed on the final track layout in a Microsoft Excel format	Each		
21	1	PDF documents of any maintenance procedures recommended by the OEM to ensure the reliability and maintain the performance of the mechanical parts	Each		
TOTAL BID PRICE INCLUSIVE OF VAT					

NB: The above pricing schedule must be supported by additional documentation showing a detailed pricing breakdown.

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS 70MV/62/2020-21
Closing date and time	18 June 2021 at 11:00 am
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
The design, supply, installation and mounting of all the mechanical hardware required for target transporter track extension for the South African Isotope Facility (SAIF) at iThemba LABS in Faure, Western Cape, South Africa.	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	
Number of ORIGINAL bid documents for contract signing	2
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.	
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):	Electronic submissions must be sent to scm@tlabs.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. The financial response must be password protected. Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. You can also use the link to submit proposals (http://filesend.nrf.ac.za/) Bidders are to send an email to scm@tlabs.ac.za post submission with the password to their financial envelope.
TWO ENVELOPE SYSTEM	YES
PRICE VALIDITY PERIOD FROM DATE OF CLOSURE	150 days
Bidding procedure enquiries are directed in writing to:	Technical information queries are directed in writing to:

Section	Supply Chain Management	Section	Accelerator Department
Contact person	Mr L Sabsana / Ms L Gordon	Contact person	Electronic Engineer: J Abraham
E-mail address	scm@tlabs.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
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B-BBEE Status Level Verification Certificate	Tick Applicable Box. ☐ Yes ☐ No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. ☐ Yes ☐ No
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[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?	☐ Yes ☐ No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/ works offered?	☐ Yes ☐ No [If yes, answer the questionnaire below]
Is the entity a resident of the Republic of South Africa (RSA)?		☐ Yes ☐ No	
Does the entity have a branch in the RSA?		☐ Yes ☐ No	
Does the entity have a permanent establishment in the RSA?		☐ Yes ☐ No	
Does the entity have any source of income in the RSA?		☐ Yes ☐ No	
Is the entity liable in the RSA for any form of taxation?		☐ Yes ☐ No	
If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.			
BID SUBMISSION			
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.		
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped		
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.		
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7).		
TAX COMPLIANCE REQUIREMENTS			
1.	Bidder must ensure compliance with their tax obligations.		
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.		
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website 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.		

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning any national or provincial department; national or provincial public entity; or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a. The Bidder is employed by the State; and/or
- b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions: Schedule attached with the above details for all directors/members/shareholders	

Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule	☐ Yes ☐ No
Name of person/ director/ trustee/ shareholder/member:	
Name of State institution at which you or the person connected to the Bidder is employed	
Position occupied in the State institution	
Any other particulars:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	☐ Yes ☐ No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	☐ Yes ☐ No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	☐ Yes ☐ No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	☐ Yes ☐ No
If so, furnish particulars as an attached schedule	

SBD 6.1 - PREFERENCE POINTS CLAIMED

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

1. GENERAL CONDITIONS

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

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

- 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
Number of points (90/10 system)	10	9	6	5	4	3	2	1	

SBD 6.1 - PREFERENCE POINTS CLAIMED

Number of points (80/20 system)	20	18	14	12	8	6	4	2	0
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3. BID DECLARATION

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

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

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

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

4. SUB-CONTRACTING

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

(Tick applicable box)

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

If yes, indicate:

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

(Tick applicable box)

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm:
- VAT registration number:

SBD 6.1 - PREFERENCE POINTS CLAIMED

- Company registration number:
- TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

- COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	☐ Yes ☐ No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a. Has been requested to submit a Bid in response to this Bid invitation;
- b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

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

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

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

REFERENCE LETTER FORMAT FOR BIDDER

<u>Referee Legal Name:</u>			
<u>Company:</u>			
Bid Number:	NRF/ILABS 70MV/62/2020-21		
Bid Description: The design, supply, installation and mounting of all the mechanical hardware required for target transporter track extension for the South African Isotope Facility (SAIF) at iThemba LABS in Faure, Western Cape, South Africa.			
Describe the service/work the above bidder provided to you below			
Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Quality of delivered track products – OEM products			
Delivery of products/services on time			
Satisfied with installation work done			
Quality and comprehensiveness of documentation provided			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			☐ YES ☐ NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

ANNEXURES – ATTACHED AT END OF DOCUMENT

Annexure Number	Annexure Title
001	CAD model of the SAIF building, including the Elephant vault, and the concept track layout. Provided in Solid Edge STEP and AutoCAD DWG file formats. If you require another format please contact us immediately. <u>Available for download together with tender document</u>

BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE