



**iThemba
LABS**
Laboratory for Accelerator
Based Sciences

INVITATION TO BID (SBD1)

APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVERY AND SERVICE SUPPORT OF DIRECT CURRENT (DC) THYRISTOR POWER SUPPLIES AND MODULAR PARTS TO POWER THE BOOSTER COIL MAGNETS FOR THE SEPARATED SECTOR CYCLOTRON FACILITY (SSC) AS AND WHEN REQUIRED AT ITHEMBA LABS IN FAURE, WESTERN CAPE, SOUTH AFRICA

Bidder Name:

Bid Number:

NRF/ILABS AG04/60/2022-23

Closing Date

26 April 2023 (**Extended to 10 May 2023**)

Closing Time:

11:00 am

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

Electronic submissions are accepted

Envelope Addressing

On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address. This information also applies in the case of electronic submission.

Electronic submission

Electronic submissions must be sent to scm3@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 (password must be sent to **scm3@tlabs.ac.za**). Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. Bidders may also use the link to submit proposals (<http://filesend.nrf.ac.za/>)

Bidders are to send an email to scm3@tlabs.ac.za post submission with the password to their financial envelope.

TABLE OF CONTENTS

Table of Contents

INVITATION TO BID (sbd1).....	1
ABBREVIATIONS	3
INTRODUCTION TO THE NRF	4
INTRODUCTION TO THE Ithemba Labs Business Unit	4
OBJECTIVE OF THIS PROCUREMENT NEED.....	4
PART A – CONTRACT 5	
DETAILED SPECIFICATIONS	5
EVIDENCE OF BIDDER’S CAPACITY AND CAPABILITY	8
CONTRACT PERIOD	9
SPECIAL CONDITIONS OF CONTRACT MANAGEMENT	10
EVALUATION PROCESS	14
RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION.....	15
ELIGIBILITY CRITERIA (GO/NO-GO)	17
BIDDER NEEDS TO KNOW.....	18
GENERAL CONDITIONS OF CONTRACT	21
PART B - PRICING	35
PRICING DETAIL (SBD3.2)	35
PRICING SCHEDULE	35
PART C - RETURNS	37
INVITATION TO BID (SBD 1).....	37
SUPPLIER INFORMATION.....	38
BID SUBMISSION	39
TAX COMPLIANCE REQUIREMENTS	39
STANDARD BIDDING DOCUMENT (SBD) 4	40
STANDARD BIDDING DOCUMENT (SBD) 6.1	43
REFERENCE LETTER FORMAT FOR BIDDER	48
BID SIGNATURE (SBD 1).....	49
ANNEXURE A - Electronic bid submission – guideline for bidders	50

ABBREVIATIONS

Abbreviation	Description
NRF	National Research Foundation
LABS	Laboratory for Accelerator-based Sciences
SSC	Separated Sector Cyclotron
MeV	Mega Electron Volt
DC	Direct Current
kW	kilowatt
V	Voltage
AC	Alternating Current
PE	Protective Earth
N	Neutral
Hz	Hertz
PPM	Parts Per Million
°C	Degree Celsius
mV	millivolt
LCD	Liquid Crystal Display
mA	milliamp
DCCT	Direct Current Current Transformer
TCP	Transmission Control Protocol
CC	Current Control
EEPROM	Electrical Erasable Programmable Read-Only Memory
IP	International Protection Rating
OEM	Original Equipment Manufacturer
SBD	Standard Bidding Document
OHS	Occupational Health and Safety
COID	Compensation for Occupational Injuries and Diseases
CSD	Central Supplier Database
B-BBEE	Broad-Based Black Economic Empowerment
PPPFA	Preferential Procurement Policy Framework Act
ZAR	South African Rand
VAT	Value Added Tax

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/>

OBJECTIVE OF THIS PROCUREMENT NEED

The Separated Sector Cyclotron (SSC) at iThemba LABS was commissioned in 1985, providing quality accelerated particle beams up to a maximum energy of 200 MeV for protons. This could only be achieved through the use of electromagnets which are powered by high stability Direct Current (DC) power supplies. These include the Main Coil and 4 Booster Coil power supplies which is indispensable for the operation of the SSC.

The high stability Booster Coil power supplies have been in service for almost 40 years, and after such an extended period of service these power supplies are well beyond its life cycle which is a maximum of 20 years. Good spares stockholding has to date enabled the continual operation for beam delivery, but the power supplies find itself at the margin of its specifications. Stockholding and procurement of parts have also become next to impossible due to parts becoming obsolete (manufacturing companies do not exist anymore). Furthermore, maintenance on the units over its service history caused wear and tear issues which results in probabilities of intermittent faults; with the power supplies being water-cooled, water leaks occur more frequently due to the ageing of the internal water pipes and cooling channels, with the water sprays causing further damage to electrical/electronic circuits in the units.

Together with the Main Coil, the Booster Coil power supplies are key to the stability of the SSC magnetic field and crucial for the field cycle operation required at energy changes. To achieve confidence, reliability and a long-term solution to provide dependable high quality and stable particle beams, iThemba LABS require the supply of 4 power supplies which meets the minimum specification requirements, and modular spare parts to maintain the units.

In order to accelerate particles in the SSC and extract the beam for any ion and energy, the magnetic field of the SSC has to be correct. This is required to prevent excessive tuning and losses through the machine, resulting in less beam time for the clients.

Five power supplies are used for the main excitation of the magnets generating base fields up to 1,25 Tesla (Tesla is the measurement for magnetic field strength). The five units are the SSC Main Coil and the four SSC Booster Coils power supplies. The SSC consists of 4 sectors made from hundreds of tons of steel. The steel has different magnetic properties, causing the magnetic fields to be different from one sector to the next. The booster coils are used to compensate for these field differences. The four independently energized booster coil currents are chosen such that the average field on equilibrium orbits is strictly proportional to the main excitation current.

To maintain a stable operational magnetic field for the SSC accelerator, the booster coils have to be energized by a highly stable power supply for long durations.

PART A – CONTRACT

DETAILED SPECIFICATIONS

1. Minimum Technical Specification for Power Units

1. Output Current: 0 to 550A DC; Output Voltage: 35VDC minimum
2. Rated output power 25 kW maximum (power output band capable to supply load continuously to max Voltage and Current rating specified)
3. Supply Input 400V AC, 3 phases (with N and PE) 50 Hz
4. Off Load polarity reversal switch interlocked to 0A current output (electrically operated by power supply).
5. Long term output current stability for (8 hrs) better or equal to 10 ppm
6. Thermal stability of ± 25 ppm/ $^{\circ}\text{C}$
7. Initial warmup stability not exceeding 1 hour
8. Voltage ripple better or equal to 250 mV at maximum power @300 Hz/6th Harmonic
9. Thyristor pre-regulator with linear series regulator output stage.
10. Load - Electro-magnet, Inductive.
11. Local Control Display with multi-function navigation switch on front panel allowing basic configuration/control and display of DC output values.
12. Local readings on unit with a preferable minimum resolution of 10mA/10mV
13. Local - BNC socket mounted at front panel connected to provide an independent/isolated (galvanic) current output read back from DCCT with 16 Bit definition.
14. Control/Communication Interface by Ethernet with Modbus TCP protocol.
15. Operation mode to be DC Current regulation - Current Control (CC) mode
16. Current adjustment resolution of minimum 18 bits (both local and remote)
17. Voltage limit adjustable with 1V resolution
18. Adjustable current ramp time – onboard adjustment (e.g. dipswitch) is acceptable
19. Power supply to be preferably air-cooled, but for water cooled unit specs as follow
 - Flowrate of maximum 16 l/min at a nominal pressure of 3 bar through an included flow meter
 - Flowrate display locally and remotely available
 - Unit interlocked if flowrate dips to minimum value
 - Note that facility cooling water temperature set at nominal of 20deg C
20. Unit water cooling circuit to be able to handle water hammer pressure up to 8 bar
21. Emergency Stop button on unit front panel
22. External interlocks – Accept 3 potential free contacts (Load WaterFlow, Load WaterTemp, Magnet Temp)

23. Internal interlocks – Hardware: Phase, Doors, Emergency, Water, Heatsink temperature, Overcurrent, Overvoltage, DCCT (visible locally and remotely)
24. Internal interlocks – Software: Overcurrent, Overvoltage, Regulation parameter
25. Overload protection at 110% of nominal current
26. Unit must have DCCT current feedback circuit with malfunction protection.
27. Unit Status outputs – potential free, 2A rated (2 off) (indicating DC power ON status)
28. Floor standing 19” cabinet with all cables feeding from bottom of the cabinet
29. Transformer to be air-cooled with natural convection, with screen, insulation class H
30. Protection rating of IP20

2. After Installation Support and Spare Management Specification (GCC 13)

The appointed service provider must maintain current level spares for the equipment supplied. The appointed service provider must agree with the business unit contract manager the procedures to order such spares, the delivery process for such spares and management of spares stock at the Cyclotron.

Spares and related incidental services are acquired on an “as when” basis including need to maintain emergency operational stock levels. The appointed service provider provides technical updates on improvements to such parts when such occurs.

The GCC13 (Incidental Services page 28) and GCC14 (Spares on page 28) applies

The appointed service provider must supply the necessary technical support through audio-visual technology, writing, and technical articles to allow for maximum uptime and usage life.

3. Warranty (GCC 15)

The appointed service provider must provide a product warranty of minimum **two (2) years** (replaces the 12 months in GCC15) on each power supply in accordance with the terms stated in GCC15 on page 28. The warranty must commence upon the delivery of the power supply and the agreed project schedule.

The components and assemblies shall carry a warranty of minimum **two (2) years** starting from the date of delivery 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.

The appointed service provider provides a warranty of one (1) year on all spares supplied.

The appointed service provider provides a six (6) month warranty on its labour.

4. Project timeline and power supply installation schedule

The power supplies are specialized/custom built and are not available ex-stock, but have to be manufactured on request. The manufacturing process will only commence once the purchase order has been received by the supplier.

Prospective bidder(s) must provide a provisional schedule indicating date of delivery within 32 weeks and must not exceed the maximum period of 52 weeks during periods of international material shortages from the date of receipt of the purchase order to commence manufacturing.

5. Documentation

The successful bidder must provide the following documentation:

- A comprehensive User's Manual with a complete Installation guide.
- Complete Technical Service manual to be supplied, including all circuit diagrams, parts list, setup parameters both local and remote operation and Remote programming information relevant to the maintenance of the units to ensure the reliability and maintain the OEM performance.
- A Factory Acceptance Test report.

EVIDENCE OF BIDDER'S CAPACITY AND CAPABILITY

1. **Prospective bidder(s) must provide, as a minimum, the following documents for conducting due diligence of their capacity and capability to fulfil this contract:**
 - 1.1. Full Compliance achieved on all Electrical criteria of the Specification section, Items 1, 2, 3, 4, 9, 10, 21, 22, 23, 24, 25, 26, 27, and 30
 - 1.2. Full Compliance achieved on all Control criteria of the Specification section, Items 11, 12, 14, 15, 16, 17, and 18.
 - 1.3. Full Compliance achieved on all Output Quality criteria of the Specification section, Items 5, 6, 7, 8, and 13.
 - 1.4. Full Compliance achieved on all Features criteria of the Specification section, Items 19, 20, 28, 29, and 31.
 - 1.5. This document (SBD 1) signed. (Refer to page 4, 37 and 49)
 - 1.6. Complete and sign Bidders Disclosure (SBD 4). (Refer to pages 40 - 43)
 - 1.7. Complete and sign Preference Points Form (SBD 6.1). (Refer to pages 43 - 48)
 - 1.8. Certificate of Public Liability Cover insurance cover of 5% of the contract value or ZAR 5 million whichever value is the greatest.
 - 1.9. A company profile describing the capabilities and skills for the supply and support of power supplies of comparable specifications.
 - 1.10. A project delivery schedule detailing each milestone to deliver within the specification in this document. A provisional schedule indicating date of delivery, with a clear understanding of the requirements with timelines, resources and dependencies has been submitted.
 - 1.11. A document or documents indicating that the bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the required power supplies.
 - 1.12. A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required.
 - 1.13. Evidence that the proposed equipment meets or exceeds the minimum specification set out in the specifications. Datasheets and/or Brochures must be submitted.
 - 1.14. A portfolio of at least three (3) similar orders to a value exceeding **ZAR 2 million** executed over the past 5 years, which demonstrates that the bidder is able to supply and support power supplies of comparable (or exceeding) specifications (in-house or via a subcontractor).
 - 1.15. Three (3) written references, with contact details, from customers to whom the bidder has supplied power supplies with similar specifications as required for this bid within the last five years that meets the minimum threshold of "Meets Requirements". See the reference letter format for the risks to be addressed in the reference letter. (Refer to page 48)
 - 1.16. After Installation support service with written guarantee provided for critical spare parts availability.
 - 1.17. The DC power supplies being supplied is fully compatible with the existing interface handling at iThemba LABS.
 - 1.18. Documentation to confirm technical proposal meets the full technical specifications stipulated in the bid document.

CONTRACT PERIOD

The contract period commences from the date that both parties sign the contract (SBD 7.1). The installation component terminates upon the delivery of the 4th (last) unit. The contract terminates upon the completion of all warranty provisions and termination for spares requirement or 10 years whichever comes first. Notwithstanding the termination of any non-disclosure undertakings, the provisions of these agreements shall endure post the termination.

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

Special conditions amending specific clauses of the General Conditions of Contract stated in pages 21 to 35 and reference the specific clause in the title.

Contract Management

This contract sets out the terms of the contractual rights and obligations between the contracted parties. The delivery of the contract's subject matter is addressed through the issue of authorised purchase orders within the terms of this contract. Such purchase orders and performance evidence form part of the contract.

Implementation, hand over, and product management (See GCC 8

The appointed service provider 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.

iThemba LABS will issue purchase orders for all subsequent work including spares and upgrades that take place after the installation of the primary product until such is removed from service.

The appointed service provider 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 and further as set out in the GCC8.

A meeting between the appointed service provider 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.

The iThemba LABS contract project manager will arrange for meetings during the contract period to manage service levels, new product information, and technical assistance as and when required.

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

The appointed bidder must include inspection sheet and proof of inspection as part of the factory testing documents submitted to obtain shipment release from iThemba LABS

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

An acceptable financial advance 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. iThemba LABS has set no requirements for a performance bond.

Packing (General Condition of Contract Clause No: 9)

Packaging prevents damage during transportation and storage

Insurance (General Condition of Contract Clause No: 11)

The appointed bidder carries insurance of at least 5% of the contract value or **ZAR 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 within the terms of this contract.

Payment (General Condition of Contract Clause No: 16)

Payment terms are within or earlier than 30 working days of receipt of invoice issued following successful acceptance tests. All invoices must state the relevant purchase order number to allow efficient payment processing. iThemba accepts no invoice as a valid payment request where the invoices are not accompanied by signed iThemba LABS delivery validation documents including proof of performance stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

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

Prices (General Condition of Contract Clause No: 17)

The price schedule for 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:

1. Any price adjustments authorized in this section after agreed to by both parties.
2. Any as and when purchase orders issued subsequent to the initial requirements stated in the SBD3.2 in this document. Such subsequent purchase orders will only be issued where both parties have negotiated and agreed to a fair value price for the envisaged work.

1	<u>Exceptions:</u> Exceptions to the clause changes in Value Added Tax as gazetted With regard to applying VAT, the contracted service provider must state on the invoices the prices with out VAT and against each item state the applicable VAT rule as certain charges on imports are Vat exempt or zero rated. Where iThemba discovers the ruling VAT rate has been applied against exempted or zero items, it will recover this from the contracted service provider as well as any costs incurred in removing the resultant irregular expenditure charge inclusive of perceived reputation damage costs.
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2.	<u>Price Adjustment Rules:</u> Price adjustments and their corresponding rules for the managing of price risks on the basis of the iThemba LABS and the appointed bidder sharing the risk equally.
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Additional Parts and Components –

- iThemba LABS may require, as determined by future operational requirements, additional parts and components.
- iThemba LABS will, in such events, notify the appointed service provider of such requirements.
- The appointed service provider shall provide the relevant pricing or revised pricing where it relates to an item stated in this document's SBD3.2.
- iThemba LABS enters in negotiation on the submitted price quotation.
- Where agreement is reached, iThemba LABS issues a written purchase order under this contract for that item.

Exchange prices (where applicable) – where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price components e.g. local clearing costs, handling, and service provider's cost are excluded. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7.1. Exchange rates are obtained from ABSA (www.absa.co.za) or from the www.xe.com website.

iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed

	bidder on the agreed variation. iThemba LABS will not accept exchange rate variations retrospectively that has not received prior approval.
	<u>Ceiling Price Calculation for price competition:</u> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
3.	<u>Commitment to Appointed Services Provider:</u> 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.	<u>Contract Price Management in terms of the Contract:</u> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
5.	<u>Contract Price:</u> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.

Subcontract (General Condition of Contract Clause No: 20)

Any sub-contract to another party is not allowed unless approved in writing by iThemba LABS,.

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 7.1 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.

Managing service levels (General Conditions of Contracts)

- 1.1. Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 1.2. Where purchase orders are issued during the contract for as when procurement, both parties agree on the set of performance levels for each deliverable including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 1.3. Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.
- 1.4. The appointed third party and the iThemba contract manager measure delivered performance against these performance levels.
- 1.5. Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 1.6. Both parties will monitor the corrective actions.
- 1.7. Where both parties do not agree to a revision the penalties below apply.
- 1.8. Both parties must hear each other side and try to resolve the dispute – see GCC 27 on page 32
- 1.9. Both parties will assess the applicability of penalties to the incurred poor performance and apply these,
- 1.10. The service performance levels are:

Service	Measurement methodology	Penalty trigger level	Penalty
Meeting the agreed delivery time lines	Project management of days outstanding as set out in GCC21 on page 30	Failure to deliver or 10 days over the agreed delivery date	- Penalties as set out in GCC 22 on page 30 - Reimbursement of all costs caused by the non-agreed performance delay including costs from failing to provide services to the iThemba customers.
Support service delivery	Project management of technical query	Technical query resolved to satisfaction within 7 working days.	Reimbursement of all costs caused by the non-agreed performance delay including costs from failing to provide services to the iThemba customers.
Poor service delivery	Determined as per agreed indicators	Both parties cannot come to a resolution as per GCC 27 on page 32	Termination as per GCC 23 at page 31

EVALUATION PROCESS

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

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

Scoring stage (Three): Points are scored on the basis of both Price and B-BBEE as indicated on SBD 1 in accordance with the PPPFA.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
<u>Bidder Due Diligence Eligibility</u>			
Full Compliance achieved on all Electrical criteria of the Specification section, Items 1, 2, 3, 4, 9, 10, 21, 22, 23, 24, 25, 26, 27, and 30	M	☐ Yes ☐ No	Page 8
Full Compliance achieved on all Control criteria of the Specification section, Items 11, 12, 14, 15, 16, 17, and 18.	M	☐ Yes ☐ No	Page 8
Full Compliance achieved on all Output Quality criteria of the Specification section, Items 5, 6, 7, 8, and 13.	M	☐ Yes ☐ No	Page 8
Full Compliance achieved on all Features criteria of the Specification section, Items 19, 20, 28, 29, and 31.	M	☐ Yes ☐ No	Page 8
Procurement Invitation (SBD 1), signed and completed.	M	☐ Yes ☐ No	Page 8, Pages 37 and 49
Bidders Disclosure (SBD 4), signed and completed.	M	☐ Yes ☐ No	Page 40Error! Bookmark not defined.
Preference Points Claimed (SBD 6.1), signed and completed with an original BBBEE certificate or a certified copy of an original BBBEE certificate. BBBEE certificate applicable to companies registered in South Africa.	M	☐ Yes ☐ No	Page 43Error! Bookmark not defined.
Certificate of Public Liability insurance cover of 5% of the contract value or ZAR 5 million (whichever value is the greatest).	M	☐ Yes ☐ No	Page 8
Company profile describing the capabilities and skills for the supply and support of power supplies of comparable specifications.	M	☐ Yes ☐ No	Page 8
A project delivery schedule detailing each milestone to deliver within the specification in this document	M	☐ Yes ☐ No	Page 8
Document or documents indicating that the bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the required	M	☐ Yes ☐ No	Page 8

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
power supplies.			
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 8	
Evidence that the proposed equipment meets or exceeds the minimum specification set out in Datasheets and/or Brochures.	M ☐ Yes ☐ No	Page 8	
A portfolio of at least three (3) similar orders to a value exceeding ZAR 2 million executed over the past 5 years, which demonstrates that the bidder is able to supply and support power supplies of comparable (or exceeding) specifications (in-house or via a subcontractor)?	M ☐ Yes ☐ No	Page 8	
Three (3) written references, with contact details, from customers to whom the bidder has supplied power supplies with similar specifications as required for this bid within the last five years that meets the minimum threshold of "Meets Requirements"?	M ☐ Yes ☐ No	Page 8 and 48 - 49	
After installation service with written guarantee provided for critical spare parts availability.	M ☐ Yes ☐ No	Page 8	

<u>Pricing Competition Documents</u>			
(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3.2) in the format provided in this document (separate envelope)	M ☐ Yes ☐ No	Page 35	
Documentation showing a detailed pricing breakdown of each line item in SBD 3.2	M ☐ Yes ☐ No	Page 35	

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	The DC power supplies being supplied is fully compatible with the existing interface handling at iThemba LABS	☐ YES ☐ NO	Page 8	
2	The bidder is the original equipment manufacturer or the authorised distributor and/or installer (as applicable) of the proposed DC power supplies.	☐ YES ☐ NO	Page 8	
3	A project of a similar nature (supply and delivery of DC power supplies) to a value exceeding ZAR 2 million has been successfully completed by the bidder in the past five (5) years	☐ YES ☐ NO	Page 8	
4	A provisional schedule indicating date of delivery, with a clear understanding of the requirements with timelines, resources and dependencies has been submitted	☐ YES ☐ NO	Page 7	
5	Documentation to confirm technical proposal meets the full technical specifications stipulated in the bid document.	☐ YES ☐ NO	Page 8	

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.

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 7.1 (SBD 7.1) 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.

GENERAL CONDITIONS OF CONTRACT	
1.14	“GCC” mean the General Conditions of Contract.
1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	“Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	“Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	“ Order ” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	“ Project site ”, where applicable, means the place indicated in bidding documents.
1.21	“ Purchaser ” means the organization purchasing the goods.
1.22	“ Republic ” means the Republic of South Africa.
1.23	“ SCC ” means the Special Conditions of Contract.
1.24	“ Services ” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such 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

GENERAL CONDITIONS OF CONTRACT	
	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

GENERAL CONDITIONS OF CONTRACT

	to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B). 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: a. Disclose the confidential information, directly or indirectly, to any person or entity, without the National Research Foundation's prior written consent. b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or c. 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 a. Disclose the confidential information to any third party, or b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, c. The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: a. Was independently developed by the recipient prior to its involvement with the National Research Foundation or in the possession of the recipient prior to its involvement with the National Research Foundation; b. Is now or hereafter comes into the public domain other than by breach of this contract by the

GENERAL CONDITIONS OF CONTRACT

	recipient; c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the National Research Foundation, or d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the National Research Foundation of such requirement prior to any disclosure. 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: a. All written disclosures received from the NRF; b. All written transcripts of confidential information disclosed verbally by the National Research Foundation; and c. 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, 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

GENERAL CONDITIONS OF CONTRACT

	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 At SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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

GENERAL CONDITIONS OF CONTRACT	
	on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

GENERAL CONDITIONS OF CONTRACT

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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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 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,

GENERAL CONDITIONS OF CONTRACT	
	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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
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 on page 10 are applicable.
	SPECIAL CONDITIONS OF CONTRACT MANAGEMENT
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment

GENERAL CONDITIONS OF CONTRACT	
	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 Error! Reference source not found. on page Error! Bookmark not defined. are applicable.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of

GENERAL CONDITIONS OF CONTRACT	
	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

GENERAL CONDITIONS OF CONTRACT

	less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
SCC23	The additional terms of termination as detailed on page 10 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.

GENERAL CONDITIONS OF CONTRACT

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 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
GCC33	National Industrial Participation Programme

GENERAL CONDITIONS OF CONTRACT

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 (SBD3.2)

1. **Pricing Schedule** is for the Duration of the Contract. The NRF accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract. Where the contract allows for adjusting prices for external factors, the NRF only accepts price adjustments where these are the result of documented external factors as permitted in the conditions of this contract. The NRF requires open disclosure of the workings for each price change that is permitted in this contract including the use of an independent public index available to all determining the percentage change being applied and, where stated in the contract, the NRF's appointed agent verifies the quantum and accuracy. The Cost Price Adjustment is calculated as set out in the Cost Price Adjustment Schedule section in this document.

Price Adjustment Rules: The rules for allowable price adjustments as stipulated in section Error! Reference source not found. on page 10 are applicable.
3. **Price Delivery Points are:**
iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131
4. **Application of Preference Points:** Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

No.	QTY	DESCRIPTION/	UOM	UNIT PRICE	TOTAL
1	4	Supply of Thyristor-based, DC, Bipolar Power supplies rated at 550A/35V or product with identical specifications as indicated under Specifications.	Each		
2	4	Documentation (User's Manual etc,)	Each		
3	1	Packaging Charge	All		
4	1	Freight and Shipping	All		
TOTAL BID PRICE INCLUSIVE OF VAT					

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

PRICE ADJUSTMENTS

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PART C - RETURNS

INVITATION TO BID (SBD 1)			
Bid Number		NRF/ILABS AG04/60/2022-23	
Closing date and time		26 April 2023 at 11:00 am (Extended to 10 May 2023 at 11:00am)	
iThemba LABS recognises the date and time as recorded on its systems for closure purposes			
FOR THE FOLLOWING BID REQUIREMENTS			
Appointment of service provider/s for the supply, delivery and service support of Direct Current (DC) Thyristor Power Supplies and Modular parts to power the Booster Coil Magnets for the Separated Sector Cyclotron Facility (SSC) as and when required 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) THAT INCLUDES ALL DATA IN THIS DOCUMENT.			
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):		Two (2) physical documents and an electronic submission in PDF format of an exact duplication of physical documents referenced in the same order on a flash drive (Electronic Submission are accepted)	
TWO ENVELOPE SYSTEM		YES	
BID 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 O Mxenge / Ms L Gordon	Contact person	Senior Technician: Mr H Anderson
E-mail address	scm3@tlabs.ac.za	E-mail address	hp.anderson@ilabs.nrf.ac.za

SUPPLIER INFORMATION

Name of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

**Tax
Compliance
Status**

Tax Compliance
System PIN

Central Supplier
Database No.

MAAA

**B-BBEE Status Level
Verification Certificate**

Tick Applicable Box.

☐ Yes ☐ No

**B-BBEE Status
Level Sworn
Affidavit**

Tick Applicable Box.

☐ Yes ☐ No

[A B-BBEE status level verification certificate/ sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

**Are you the accredited
representative in South Africa for**

☐ Yes ☐ No

**Are you a foreign-based
supplier for the**

☐ Yes ☐ No

the goods /services/works offered?	[If yes enclose proof]	goods/services/ works offered?	[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, 2022, 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 7.1).		
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.		

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

2.2

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender (B-BBEE Status Level of Contributor)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		

7	2	4	
8	1	2	
Non-compliant contributor	0	0	

Broad Based Black Economic Empowerment (B-BBEE) certificate or sworn affidavit must be submitted to substantiate the points claimed on the above table

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:

Company:

Bid Number:

NRF/ILABS AG04/60/2022-23

Bid Description: Appointment of Service Prover/s for the Supply, delivery and service support of Direct Current (DC) Thyristor Power Supplies and Modular parts to power the Booster Coil Magnets for the Separated Sector Cyclotron Facility (SSC) As And When Required 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 products as measured against your specifications

Delivery of products on time

Satisfied with work done

Design & manufacturing technology up to date

The standard of documentation, reports, certificates, etc.

Efficiency of service delivery including spares

Technical assistance freely given and answers the technical query

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:

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

DATE

ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

This document serves the purpose of providing the bidder with guidelines and prescripts on how to submit their bids to the NRF via e-mail.

Conditions for electronic submissions: This section does not apply to soft copies requested on manual submissions. It applies when email submissions are permitted. In circumstances where they are advisable, the business unit needs to ensure that they have appropriate controls and processes in place, such as:³

- Valid process of ensuring that bidder's electronic signatures complies with legislation such as The Electronic Communications and Transactions Act, 25 of 2002 (the ECT Act),
- System records exact time and date of submission in a manner that provides appropriate probity to stakeholders such as auditors,
- System to prevent unauthorised access and system to show if infringement,
- System of authorised persons to set / change dates for opening data received,
- System allows simultaneous communication,
- System of record-keeping meets legislative requirements such as The National Archives and Records Service of South Africa Act (Act. No. 43 of 1996, as amended).

1. PRESCRIPTS

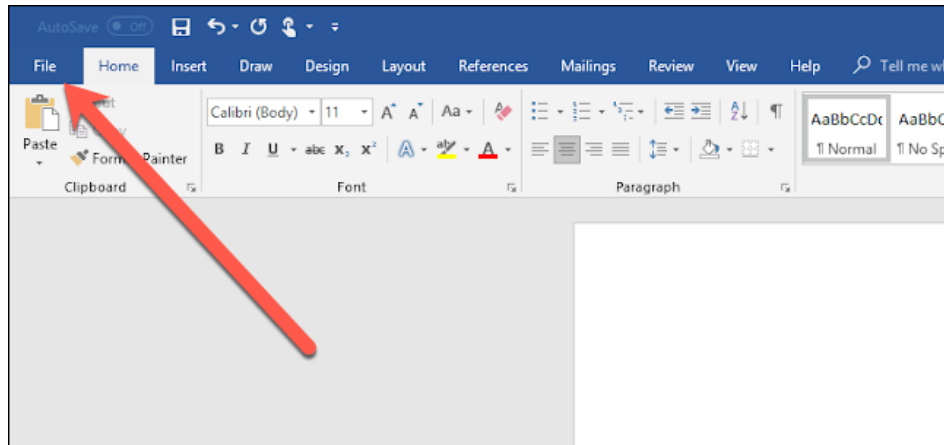
- All files must be submitted in pdf format unless otherwise stated.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- **One Envelope system**, the process regarding a Double Envelope system below is **not** required.
- **Two envelope system:** All bidders document must be submitted to the email address specified on the NRF bid document and however the password to the password protected pricing file must be submitted as a separate file and emailed as specified in the bid document.
- The NRF email size limit is 20MB, bidder must ensure that their submission is no bigger than this limit.
 - Your files must be Zipped to ensure that your submission is in line with the email size limit
- Timeline for submitting password to NRF
 - The password for pricing file must **not** be submitted before the bid closes.
 - The password may be submitted 1 minute after bid closure **and no later than 2 days post bid closure**. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of your email quote verbatim the bid name in the exact words provided in the NRF bid document.

2. GUIDELINES

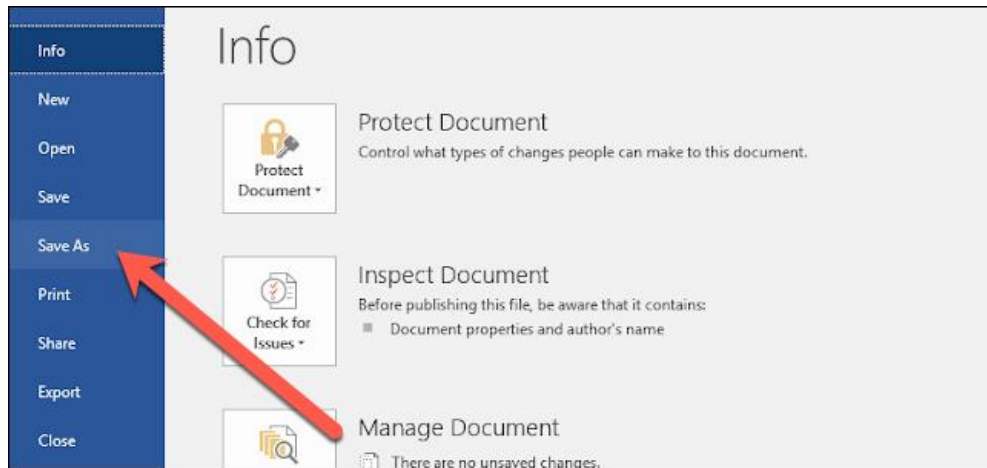
Converting to pdf

- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
- Open the document you want to convert, and then click the "File" tab.

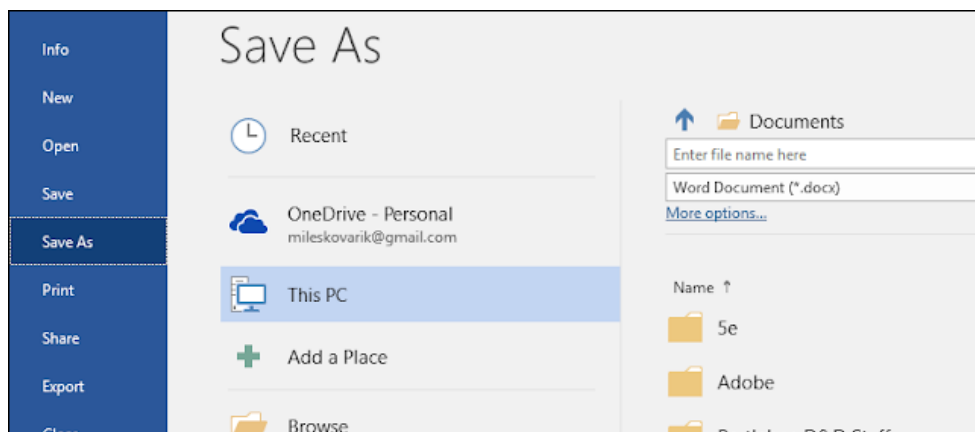
³ SANS 10845-1 paragraph 4.7



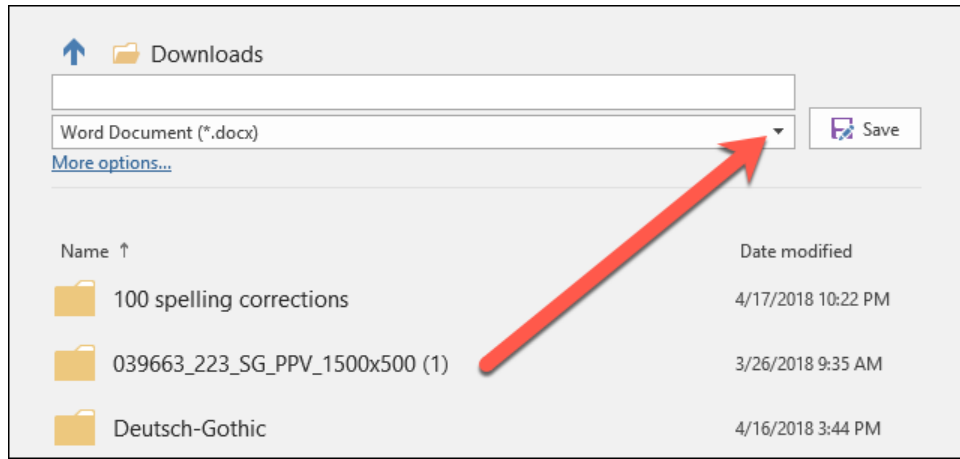
- On the backstage screen, select “Save As” from the list on the left.



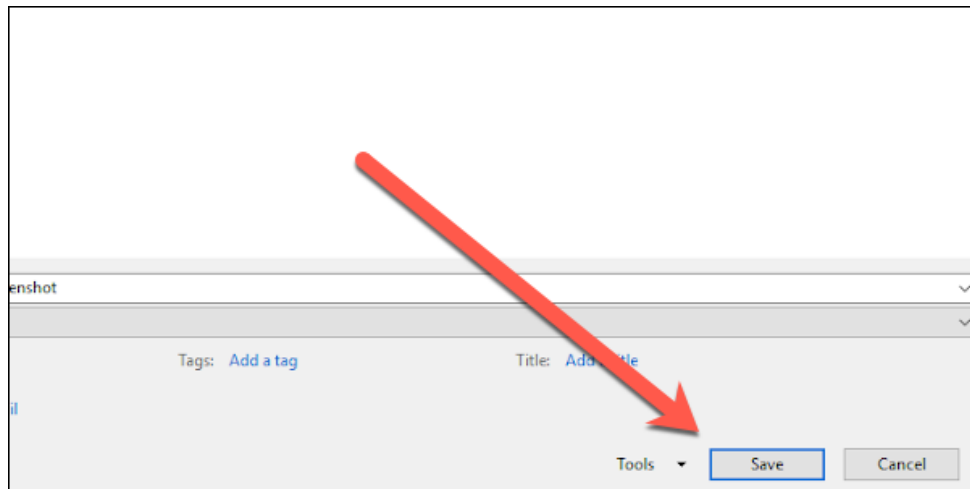
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



- Next, click the dropdown arrow on the right side of the “Save as type” box, and select “PDF (*.pdf)” from the dropdown menu.



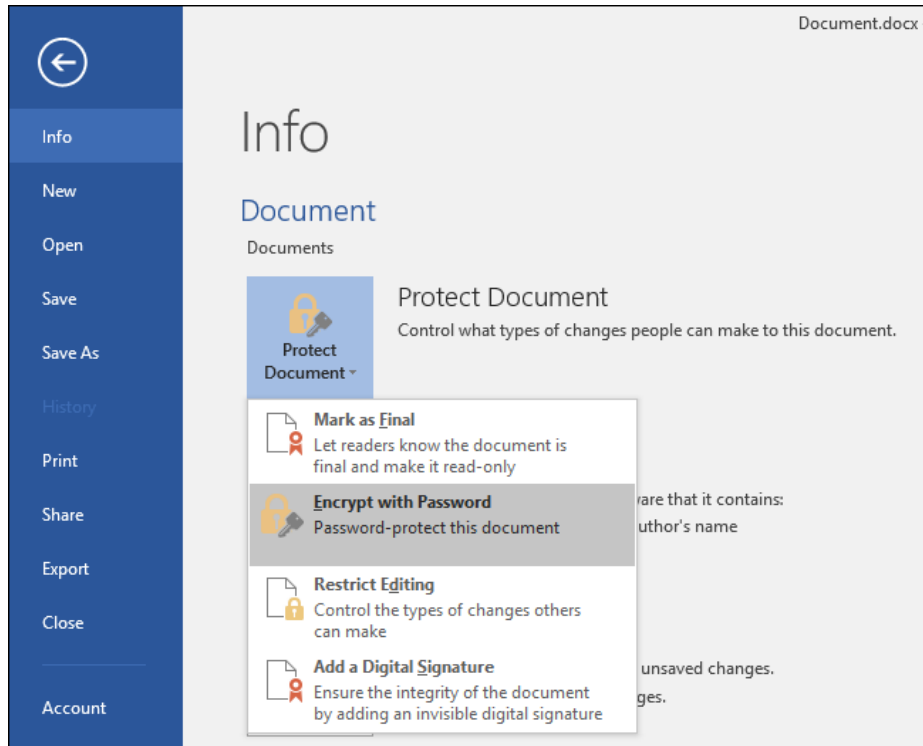
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



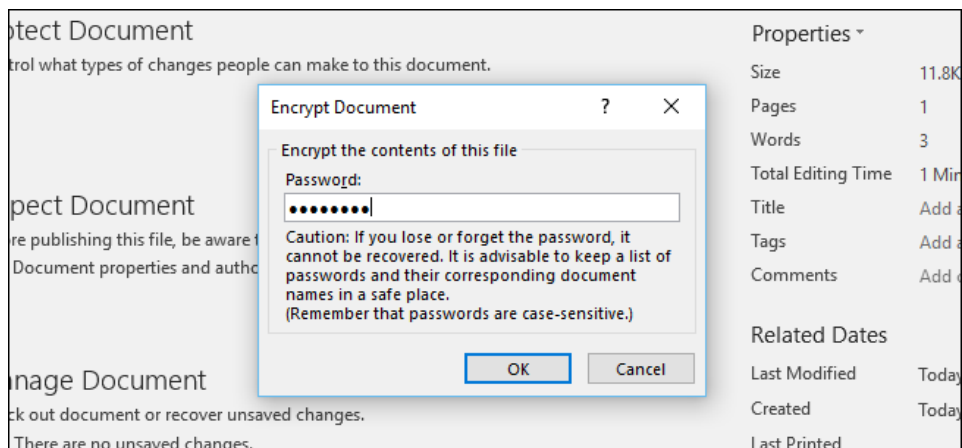
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

Password protecting files

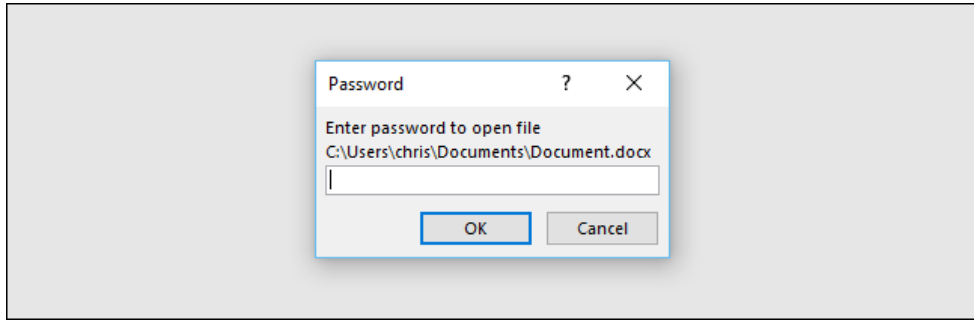
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.
- NOTE: If you only want to restrict editing of the document, you can choose "Restrict Editing" here, but as we said, that is not very secure and can easily be bypassed. You're better off encrypting the entire document, if you can.



- Enter the password you want to encrypt the document with. You'll want to choose a good password here. Weak passwords can be easily guessed by cracking software if someone gains access to the document.
- **Warning:** You'll lose access to the document if you ever forget your password, so keep it safe! Microsoft advises you write down the name of the document and its password and keep it in a safe place.



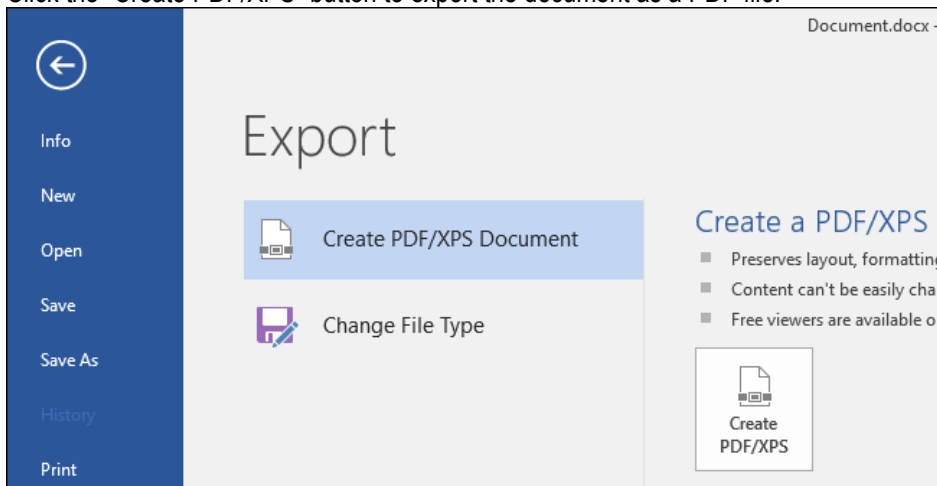
- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen. The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



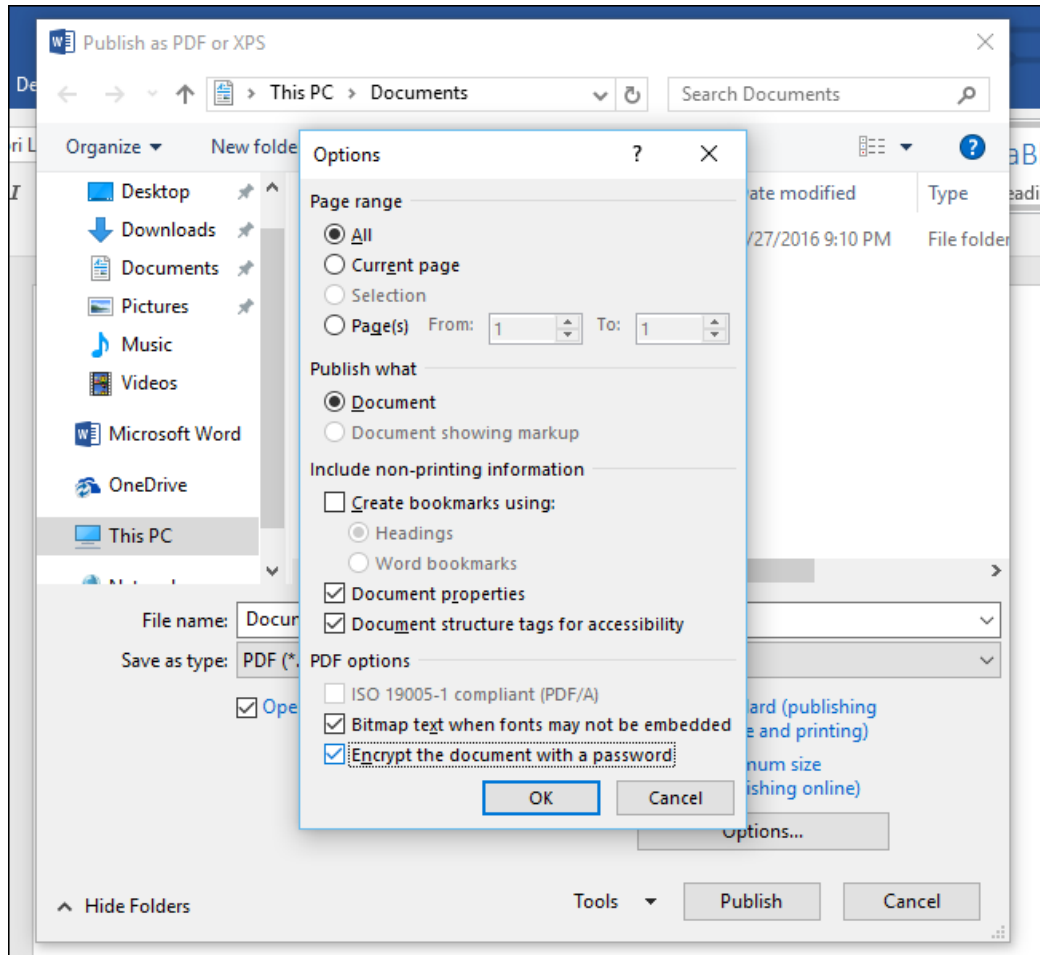
- To remove the password protection from a document, click the “Protect Document” button and select “Encrypt with Password” again. Enter a blank password and click “OK.” Office will remove the password from the document.

How to Create a Password Protected PDF File

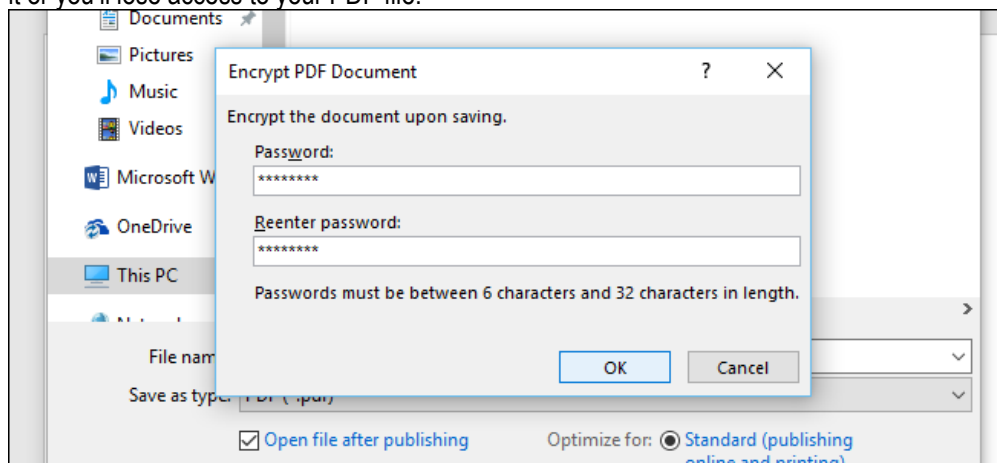
- You can also export an Office document to a PDF file and password protect that PDF file. The PDF document will be encrypted with the password you provide. This works in Microsoft Word but not Excel, for some reason.
- To do this, open the document in Microsoft Word, click the “File” menu button, and select “Export.” Click the “Create PDF/XPS” button to export the document as a PDF file.



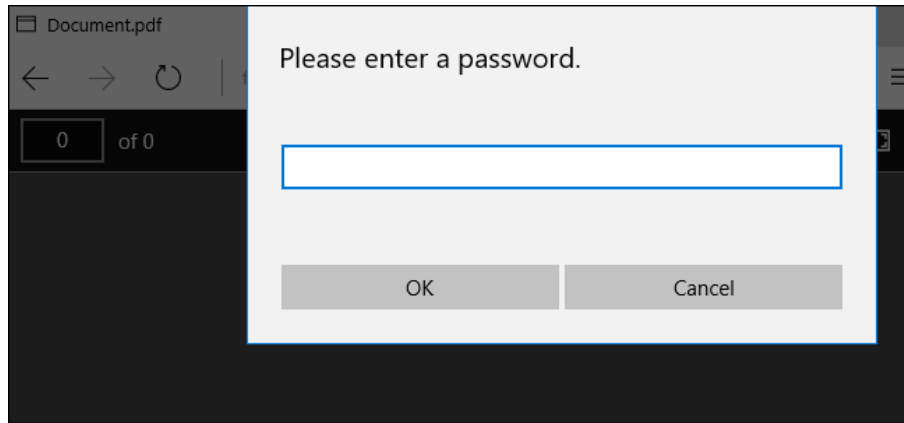
- Click the “Options” button at the bottom of the save dialog window that appears. At the bottom of the options window, enable the “Encrypt the document with a password” option and click “OK.”



- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password. Be sure to keep track of it or you’ll lose access to your PDF file.



- You’ll have to enter the PDF file’s password when you open it. For example, if you open the PDF file in Microsoft Edge–Windows 10’s default PDF viewer–you’ll be asked to enter the password before you can view it. This also works in other PDF readers.



Zipping your files.

- Put all the files into a new folder
- Right-click on the folder to be sent
- Select "Send To" and then click "Compressed (Zipped) folder"
- The files will start compressing
- After the compression process is complete, attach the compressed file with the extension .zip to your email.

Keeping passwords safe.

We recommend that you store the password either as a note on a hardcopy document which is then filed or stored safely or a softcopy that is saved in the bid response folder once the bid has been submitted or in line with your document management policy.