



National Research Foundation

INVITATION TO BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER:	NRF/iTHEMBA LABS/2014 – 15:12	CLOSING DATE:	27 MARCH 2015	CLOSING TIME	11:00
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BID DESCRIPTION

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TRAINING AND SUPPORT OF A
COMPUTER NUMERICAL CONTROL (CNC) MACHINE
FOR THE ACCELERATOR AND ENGINEERING DEPARTMENT AT iThemba LABS**

Preferential Procurement System Applicable (points for price: points for procurement preference) 90 :10

BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID BOX SITUATED AT:

EITHER PHYSICALLY OR BY COURIER		
iThemba LABS Reception Area		
Old Faure Road		
Faure,		
Cape Town		
7131		

Bidders should timeously deliver bids to the correct address. If the bid is late at the NRF address, it is not considered.

The bid box is open from 08h00 to 16h30 South African times, 5 days a week (Monday to Friday).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS IN THIS INVITATION (NOT TO BE RE-TYPED) WITH ADDITIONAL INFORMATION ON ATTACHED SUPPORTING SCHEDULES

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS - 2011, THE GENERAL CONDITIONS OF CONTRACT (NRF WEBSITE) AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.

THE FOLLOWING PARTICULARS MUST BE FURNISHED AS LEAD PAGE OF THE BID RESPONSE

BID NUMBER:	NRF/iTHEMBA LABS/2014 – 15:12	CLOSING DATE:	27 MARCH 2015	CLOSING TIME:	11h00
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NAME OF BIDDER

REPRESENTED BY

POSTAL ADDRESS

PHYSICAL ADDRESS

TELEPHONE NUMBER	CODE	NUMBER	
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CELL PHONE NUMBER	CODE	NUMBER	
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FACSIMILE NUMBER	CODE	NUMBER	
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E-MAIL ADDRESS

(Stipulate)
VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES or NO

PREFERENCE CLAIM FORM BEEN SUBMITTED FOR YOUR PREFERENCE POINTS? (SBD 6.1) YES or NO

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST SUPPORT PREFERENCE POINTS CLAIMED)

IF YES, WHO WAS THE B-BBEE CERTIFICATE ISSUED BY

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR

[Tick Applicable Box]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES or NO

IF YES ENCLOSE PROOF

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE, DIRECT IT TO:

Contact Person: **Technical Enquiries:** Mr Donovan Wyngaard/ Peter Paulsen
Tel: +27 (0) 21 843 1136/1060
Email: don@tlabs.ac.za, ppaulsen@tlabs.ac.za

Contact Person: **Supply Chain Management:** Ms Natasja Pietersen / Mr Luyolo Sabsana
Tel: +27 (0) 21 843 1345 / 1379
Email: npietersen@tlabs.ac.za or luyolo@tlabs.ac.za or scm@tlabs.ac.za

BID RESPONSE SUBMISSION FORMAT / CHECKLIST

No of originals	1	Number of bid pack copies	4
Pack split into "Technical" and "Awarding" Sections	<u>Yes</u>	Two envelope system required	<u>Yes</u>
Please tick applicable			
Proposal – Bidder’s B-BBEE Certificate			Yes/ No
Certified copies of certificate of incorporation (as per entity type)			Yes/ No
This Proposal signed including the price schedule SBD3			
Technical Specifications of the Proposed Machine			
Authorised distributor Confirmation			
References with contactable details			
Evidence of skilled CNC operators that can demonstrate and train			
Procedure for responding and resolving issues			
Evidence of parts inventory for the proposed machine			
Annual Financial Statements			
Original Tax Certificate			
Preference Claim (SBD6.1) signed and B-BBBEE Certificate			
SBD 4, SBD8, SBD9 signed			
Price Schedule SBD3 with attachments Signed			

Certified copies of certificate of incorporation (as per entity type)

SIGNATURE OF BIDDER : _____

NAME of BIDDER: _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

1. Background to the National Research Foundation and its business units

The National Research Foundation (“NRF”) is a juristic person established in terms of section 2 of the National Research Foundation Act, Act 23 of 1998. The NRF is the government’s national agency responsible for promoting and supporting research and human capital development through funding the National Research Facilities and science outreach platforms and programs to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities.

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a group of multi-disciplinary research laboratories administered by the National Research Foundation (www.nrf.ac.za). Based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Particle radiotherapy for the treatment of cancer
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research

As a national research facility working within the National System of Innovation (NSI) it is the intention of iThemba LABS to achieve the following strategic objectives:

- Grow the research facilities to increase training, human resource development, international collaborations (especially with Africa) and the Science and Technology profile of South Africa.
- Spin off economic units which are self-sustaining and benefit from the skills, sciences and technologies developed and available at iThemba LABS

2. Context: where and how intended to be used

2.1 Introduction

Continual facility upgrades at iThemba LABS, Cape Town and Gauteng, have largely contributed to an increase in demand for production of new and replacement components. This in turn has resulted in an increase in demand from our machinery, equipment and personnel from the Mechanical Engineering Division. The existing lathes and milling machines in the main workshop are all over 3 (three) decades old and is continually breaking down and giving problems. Therefore,

the Accelerator and Engineering Department at iThemba LABS, Cape Town, propose to procure the supply, delivery and installation of a new state-of-the-art CNC (Computer Numerical Control) Machine with a 5-axis vertical machining center.

2.2 Internal Impact

The proposal will bring about an increase in outputs from the Main Mechanical Workshop by manufacturing most components internally which were previously sub-contracted. Furthermore, costs and lead times will be reduced substantially. Modifications or changes to components during manufacture can be done immediately.

This new machine will not require additional personnel to operate; current workshop staff will be trained (included in acquisition cost) to become adequately skilled to operate this machine and subsequently enhance the manufacturing capabilities and key outputs of the Mechanical Engineering Division.

2.3 Key Outputs

The acquisition of the CNC machine will contribute to our primary objective of developing into a world-class facility by producing components with greater accuracy and speed. It will create an opportunity for collaborations with technical colleges by way of supporting students through scholarships and on-the-job-training and where they then provide us with CNC programming training for internal personnel in return. Similarly, iThemba LABS could offer CNC training and experience to learners. Personnel are up-skilled and become more versatile. Also, the option of commercialization will yield attractive revenue.

3. Objective of the bid

iThemba LABS, as a national facility of the National Research Foundation, seeks to appoint a service provider to supply, deliver, install, test, commission and handover a new computer numerical control (CNC) machine with a 5-axis vertical machining center, including tooling and training, for the Accelerator and Engineering Department at iThemba LABS, Faure, according to the specifications provided in this BID.

4. Specifications

4.1 Supplier Pre-requisites

- Supplier must be an authorized distributor and should be reputable and guarantee a reliable product and service; list at least 5 (five) references to be contacted for quality of work delivered.
- Compatibility checks need to be performed to ensure compatibility with proposed physical location, and renew existing infrastructure such as compressed air line, electrical infrastructure, etc.
- Supplier must have skilled CNC operators to perform demonstrations and present training which offers accredited competency certificates.

4.2. Specifications of the equipment

A breakdown of the specifications for the CNC machine is as follows –

Item	Description
5-Axis Vertical Machining Center	<ul style="list-style-type: none"> • X = 750mm; Y = 500mm; Z = 500mm (Approximate Travel) • 620mm x 500mm (Approximate Dimensions) integrated 2-axis trunnion rotary table • ISO 40 taper • 30 hp (22.4 kW) vector drive • 8100 rpm • Inline direct-drive • 40+1 side mount tool changer • 30.5 m/min rapids • User – Definable Macros • Coordinate rotation & scaling • Wireless Intuitive Probing System • 1 GB program memory • USB port • Memory lock keyswitch • Rigid tapping • ±280 litre flood coolant system • Accuracy and Repeatability (± 0.005 mm)
Programmable Coolant Nozzle	<ul style="list-style-type: none"> • A multi-position nozzle that automatically directs coolant precisely at the cutting tool. • The position of the nozzle should be controlled via the program, saving operator time by eliminating constant adjustments. • The nozzle position should also be adjusted manually from the control pendant.
Power Failure Detection	<ul style="list-style-type: none"> • The power failure detection module should sense a power failure or severe drop in incoming line voltage and quickly bring all axis motion to a safe and controlled stop. • The module must maintain power to the electronics long enough to activate brake motors and prevent uncommanded motion that could damage parts and tooling. • Vertical axes must be brought to a stop with the absolute minimum motion possible.
Belt-Type Chip Conveyor	<ul style="list-style-type: none"> • A belt-type chip conveyor should remove chips from the machine quickly, and discharge them at barrel height. • It should be ideal for high-production machining applications, or when machining hard or abrasive materials.
Through-Spindle Coolant System	<ul style="list-style-type: none"> • This through-spindle coolant system should be able to provide up to 21 bar (300 psi) of coolant to the cutting tool, • Allow for heavier cuts, • Higher feed rates,

	<ul style="list-style-type: none">• Deep hole drilling,• Better surface finishes,• Max 12000 rpm with TSC enabled
High Speed Machining	<ul style="list-style-type: none">• To allow for faster feedrates and more complex toolpaths without hesitation or starving the machine• It should use a motion algorithm, e.g. “acceleration before interpolation”, combined with full look-ahead• HSM should provide contouring feeds up to 30.5 m/min (1200 ipm) without risk of distortion to the programmed paths• Reduce cycle times• Improve accuracy• Smoother motion

4.3. Maintenance and support

Complete reference and user manuals to be provided for all of installation, maintenance, control and operational use of the equipment pertaining to this BID.

The supplier must specify the time period for delivery of ordered parts for maintenance.

The supplier must specify the time period for responding and resolving problems.

The supplier must provide a list of indispensable spare parts with specifications, lead times and costs.

The supplier must guarantee that they will have the needed spare parts for maintenance and repairs.

4.4. Training

The supplier must provide training on site after installation and commissioning of the equipment together with competency certificates and comprehensive sets of training manuals.

Training should be included in the procurement price.

4.5. After sales support, contacts and communication

If during the warranty period the equipment is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, on notification the supplier will take immediate steps to rectify the defects and/or replace the affected parts on site and at own expense.

The supplier must describe how they will ensure that the reported defects will be corrected and a plan of action should be drawn up that will guarantee that the repairs will be done in a reasonable period of time as agreed by both parties.

4.6. Contract Management

For unforeseen maintenance and repairs, quotation costs are to be determined at the time of such occurrence and submitted to the NRF Business Unit for consideration in accordance with contract performance clause and the NRF Business Unit will issue an official purchase order for the agreed cost of executing such unforeseen maintenance and repairs.

Pre-determined channels of communication should be defined to facilitate the after sales support.

4.7. Scope of work for warranty

The supplier agrees to provide the buyer with a two year warranty after installation and commissioning date. Supplier should be available within 24 hours for assistance at no cost to the buyer during the period of warranty if problems arise in the operation. This paragraph has to be read together with paragraph 4.1.

4.8. Contract Period

The maintenance contract will commence after warranty period ends. The contract period is 5 years.

4.9. Time for delivery and Commissioning

The supplier should deliver the equipment within 8 - 16 weeks from purchase order issued by iThemba LABS.

4.10. Applicable standards

Supplier shall comply with international standards approved for electrical and mechanical systems.

4.11. Evidence of supply capacity

Bidders are required to provide a profile of themselves for evaluation of their capacity to perform the work.

Bidders are required to provide references of companies that bought similar equipment from the supplier, including maintenance work indicating names and contact numbers or e-mails. These will be used by the buyer to evaluate supplier experience in delivering the work required and the quality of such previous work as well as after sales support and service.

5. Safety and Health Administration

The contracted supplier is solely responsible for the safety and well-being of its employees when working at the NRF's Business Unit. The contract supplier needs to supply iThemba LABS with a Health and Safety plan as stipulated in the Construction Regulations 5 (1) of the Occupational Health and Safety Act no.85 of 1993. Prior to commencement of installation the contract supplier needs to complete an Indemnity form, the iThemba LABS Contractual obligations form and will be required to attend a Contractors Health and Safety induction prior to commencement of any works.

6. Hand over and Product validation

After award the supplier must ensure that the infrastructure complies with the necessary norms for the installation and commissioning of the equipment supplied according to the original requirements, specifications and safety regulations.

A meeting between the supplier and the project managers at iThemba LABS shall take place to confirm that all specifications comply with finally agreed specifications as given in paragraph 4 as well as to make sure that all standards conform to international and South African regulations.

7. Payment of invoices

Invoices are submitted to iThemba LABS. Representatives of the iThemba LABS will validate that delivery of goods / works / services has been made and at the required quality and on time. No invoices for outstanding deliverables or for any unproductive or duplicated time spent by the service provider will be validated for payment.

8. Penalties

iThemba LABS may apply a monetary penalty of 1.0% of the contract price for every day of late delivery of goods. (Ref: to Clause 22 of the GCC).

9. Payment intervals

iThemba LABS undertakes to pay **validated** invoices in full within thirty (30) days from the monthly invoice date.

10. Pricing Schedule for the Duration of the Contract (Standard Bidding Document SBD3.1)

NOTE Only Firm prices will be accepted.

Price quoted is fully inclusive of all costs including delivery to the specified NRF Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Detailed information is provided as annexures to the details provided below.

No changes or extensions or additional ad hoc costs are accepted once the contract has been awarded.

Bid price to be quoted in South African Rand (ZAR).

Pricing is subject to the addition of Preference Points as stipulated in Section 23 below - Standard Bidding Document 6.1 Preference claim form.

OFFER TO BE VALID FOR **150 days** FROM THE CLOSING DATE OF BID.

BID PRICE IN SOUTH AFRICAN RAND (ALL APPLICABLE TAXES INCLUDED)

<u>ITEM NO</u>	<u>QUANTITY (unit of measure)</u>	<u>DESCRIPTION OF WORKS / GOODS / SERVICES</u>	<u>BID/QUOTE PRICE</u>
1	1	5 – Axis Vertical Machining Center	
2	1	Programmable Coolant Nozzle	
3	1	Power Failure Detection	
4	1	Belt Type Chip Conveyer	
5	1	Through–Spindle Coolant System	
6	1	High Speed Machining (“Acceleration before Interpolation”)	
ADDITIONAL PRICE ITEMS OR DETAIL PRICE SCHEDULES ATTACHED			YES NO

Attach information as additional schedules

Brand and model

Country of origin

Does the offer comply with the specification(s)?

*YES/NO

If not to specification, indicate deviation(s) in a separate attached schedule

Period required for delivery

Firm / Not Firm

*Delivery:

Delivery basis

11. Selection and Awarding of Contract

This bid is evaluated through a two stage process.

11.1 . Stage 1 – Selection of Qualified Bidders

- Bidders bid response / submission is evaluated against the bid invitation specifications as well as the bidder's capacity and capability.
- Evaluation is made in accordance to published evaluation criteria and the scoring set for each criterion.
- All qualifying bidders are shortlisted for the awarding stage.

11.2. Stage 2 – Awarding of the Contract

- Bidders are compared on a fair and equal basis taking into account all aspects of the proposals.
- The award criterion are:
 - **Price** – with the lowest priced bid on an equal and fair comparison basis receiving the highest price score as set out in the 2011 Preference Regulations.
 - **Preference** – preference points as claimed in the preference claim form are added to the price ranking scores and the highest combined score is nominated for the contract award.
 - **Administration** - Contracts are awarded where bidders have supplied the relevant administrative documentation especially the tax certificate.

The bid evaluation committee will, after the closing date, evaluate all submitted proposals' technical envelopes containing the technical information first.

Only those bidders that achieve the minimum competence/delivery level as set out in this bid are evaluated in the second stage (Price and Preference).

The minimum competency level for the technical evaluation is for bidders to score at least **seventy (70%)** on the technical evaluation.

The Total Technical Points Scored is the total of the evaluations scored per category multiplied by the weighting percentage for each category expressed as a percentage of the Total Technical Points. Each evaluator's percentage thus calculated are

aggregated and divided by the number of evaluators to establish an overall percentage mark.

11.3. Technical Evaluation Criteria

Total Evaluation Score = [Score x weighting x No of Evaluators] / [Maximum Score x 100 x No of Evaluators]

Example Total Score – [(3 x 40x 4) + (4 x 30 x 4) + (5 x 30 x 4)] / [5 x 100 x 4] = [1560 /2000] = 78%

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
No Information to make assessment	Poor	Average	Meets Requirements	Exceeds Requirements	Exceeds Requirements and value adding

SELECTION CRITERIA

NO.	ELEMENT	%
1	Matching of technical specifications stipulated in the bid document	50
	Scoring Scale: GO/NO	
2	Accuracy and Repeatability	15
	Scoring Scale: GO/NO	
3	Frequency of maintenance period and service time	5
	Scoring Scale: GO/NO	
4	Track record of Supplier/After Sales Service and Support (references supplied)	15
	Scoring Scale: GO/NO	
5	Sustainability (Latest Audited Financial Statements)	5
	Scoring Scale: GO/NO	
6	Training	10
	Scoring Scale: GO/NO	
TOTAL		100

12. General Conditions of Contract

General Conditions of Contract, as issued by National Treasury, are part of this contractual agreement and are made available on the NRF Website (www.nrf.ac.za , then select Bids).

13. Special Conditions applying to this contract

a) EVIDENCE OF INTEREST

If you are not interested or cannot meet the specifications of the bid, it is required that you respond by email stating this.

b) COMPLIANCE WITH FULL SCOPE OF THE BID INVITATION

Only bidders who can comply with the full scope of work and specification will be considered.

c) VALIDATION OF SUBMITTED DOCUMENTATION

The NRF has the right to have any documentation submitted by the bidders inspected by another technical body or organisation.

d) NOT LIABLE FOR BID RESPONSE PREPARATION COSTS

The NRF is not be liable for any cost incurred by a service provider in the process of responding to this bid, including on-site presentations and the proposal a service provider may make and/or submit.

e) CANCELLATION PRIOR TO AWARDING

The NRF has the right to withdraw and cancel the bid.

f) LATE BIDS.

Bids submitted after the stipulated closing date (and time) is not considered.

g) COLLUSION, FRAUD AND CORRUPTION

Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

h) LETTER OF AWARD FOLLOWED BY CONTRACT

Once the delegated bid approver(s) has reached the decision, the successful bidder is informed through a written letter of award, which in conjunction with elements detailed in the Standard Bidding Document 7 forms the contract between the NRF and the Bidder.

i) VALIDITY PERIOD

The bid has a validity period of 150 days from date of closure of the call / bid.

j) PRESENTATIONS AND PROOF OF CONCEPT

The NRF has the right to call interviews / presentations / pitching sessions as well as proof of concept sessions with short-listed service providers before the final selection is done.

k) INTELLECTUAL PROPERTY PROVIDED IN THE BID INVITATION

All the information contained in this document is intended solely for the purposes of assisting bidders to prepare their bids. Any use of the information contained herein for other purpose than those stated in this document is prohibited.

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the NRF to the bidder, both successful and unsuccessful, remains the property of the NRF

l) INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NRF resides with the NRF.

14. SUPPLIER DUE DILIGENCE

DECLARATION OF INTEREST (STANDARD BIDDING DOCUMENT 4)

14.1.1 Any legal person, including persons employed by the state (see paragraph 20), or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

the bidder is employed by the state; and/or

the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

14.1.2. In order to give effect to the above, the following questionnaire must be completed and submitted with this bid.

14.1.2.1 Full Name of bidder or his or her representative:

14.1.2.2 Identity Number:

14.1.2.3 Position occupied in the Company (director, trustee, shareholder (see paragraph 20), member):

14.1.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

14.1.2.5 Tax Reference Number:

14.1.2.6 VAT Registration Number:

14.1.2.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in paragraph 3 below.

14.1.2.7 Are you or any person connected with the bidder presently employed by the state? **YES/NO**

14.1.2.7.1 If so, furnish the following particulars in an attached schedule:

Name of person/director/trustee/shareholder/member:

Name of state institution at which you or the person connected to the bidder is employed

Position occupied in the state institution

Any other particulars:

14.1.2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES/NO

14.1.2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES/NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

14.1.2.7.2.2 If no, furnish reasons for non-submission of such proof as an attached schedule

14.1.2.8 Did you or your spouse, or any of the company's directors/ Trustees /shareholders /members or their spouses conduct business with the state in the previous twelve months? YES/NO

14.1.2.8.1 If so, furnish particulars as an attached schedule:

14.1.2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES/NO

14.1.2.9.1 If so, furnish particulars as an attached schedule.

14.1.2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

14.1.2.10.1 If so, furnish particulars as an attached schedule:

14.1.2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

14.1.2.11.1 If so, furnish particulars as an attached schedule:

14.1.3. Full details of directors/trustees/members/shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number/ Payroll (Persal) Number

Schedule attached with the above details for all directors / members / shareholders	YES	NO
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14.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (STANDARD BIDDING DOCUMENT 8)

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

14.3**CERTIFICATE OF INDEPENDENT BID DETERMINATION (STANDARD BIDDING DOCUMENT 9)**

I, the undersigned, in submitting this bid in response to the invitation for the bid made by **NATIONAL RESEARCH FOUNDATION** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ *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.*
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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

15. PREFERENCE POINTS CLAIM FORM (STANDARD BIDDING DOCUMENT 6.1)

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE

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

(Points claimed must be in accordance with the table reflected above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

SUB-CONTRACTING

Will any portion of the contract be sub-contracted? YES / NO

If yes, indicate:

- (i) what percentage of the contract will be subcontracted, :.....%
- (ii) the name of the sub-contractor;
- (iii) the B-BBEE status level of the sub-contractor;
- (iv) whether the sub-contractor is an EME. YES / NO

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm

VAT registration number:

Company registration number

TYPE OF COMPANY/ FIRM

[Tick applicable box]

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

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

[Tick applicable box]

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

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.
- (v) A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- (vi) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

16. Definitions

“**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

“**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 received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

“**bid price**” price offered by the bidder, including value added tax (VAT);

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

“**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids;

“**Collusion**” means Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).;

Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete;

“**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

“**consortium or joint venture**” 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;

“**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;

“**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

“**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;

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally;

"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components;

"Day" means calendar day;

"Delivery" means delivery in compliance of the conditions of the contract or order;

"Delivery ex stock" means immediate delivery directly from stock actually on hand;

"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;

"designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

"duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual);

"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.

"EME" means any enterprise with annual total revenue of R5 million or less.

"Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

"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;

"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.

"functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

"GCC" means the General Conditions of Contract;

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract;

“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;

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place;

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities;

“non-firm prices” means all prices other than “firm” prices;

“Order” means an official written order issued for the supply of goods or works or the rendering of a service;

“person” includes a juristic person;

“Project site,” where applicable, means the place indicated in bidding documents;

“Purchaser” means the organization purchasing the goods;

“rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“Republic” means the Republic of South Africa;

“SCC” means the Special Conditions of Contract.

“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;

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise;

“State” means –

- (i) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (ii) any municipality or municipal entity;
- (iii) Provincial Legislature;
- (iv) National Assembly or the National Council of Provinces; or
- (v) Parliament.

“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry;

“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

“trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person;

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.