

Invitation to Quote

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

Quote Number: NRF/ CORP EM RFQ 69/2024-25

APPOINTMENT OF AN EXPERIENCED AND QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS/BIDS FOR THE SERVICING AND MAINTENANCE OF A 600KVA DIESEL GENERATOR AND ASSOCIATED CHANGEOVER SWITCHES FOR A PERIOD OF THIRTY-SIX MONTHS (36) LOCATED AT THE NATIONAL RESEARCH FOUNDATION PREMISES IN PRETORIA, BRUMMERIA

INVITATION TO QUOTE (SBD 1A)				
Quote Number NRF/ CORP EM RFQ 69/2024-25				
Closing Date and Time (as per NRF systems)	27 January 2025 at 11h00am			
	Date: 20 January 2025			
Compulsory Briefing Session	Time: 11h30 am to 12:30pm			
	Venue: NRF JM Coetzee Meeting Room			

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee.

Do not fall for it, it is a scam!

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

Please report any suspected acts of fraud or corruption to the following toll-free number -

0800 701 701 or SMS 39772.

HIGH LEVEL SUMMARY OF REQUIREMENTS

The NRF invites experienced and qualified service providers to submit proposals/bids for the servicing and maintenance of a 600Kva diesel generator and associated changeover switches for a period of thirty-six months (36) located at the National Research Foundation Premises in Pretoria, Brummeria.

The NRF has identified the need for the service/maintenance, and repairs of diesel generators and changeover switches to ensure the generators run optimally.

RESPONSE DOCUMENTS ARE DELIVERED VIA EMAILS:

EMAILS ADDRESS:

rfq@nrf.ac.za

Bidding procedure writing to:	e enquiries may be directed in	Technical information may be directed in writing to:		
Section	Supply Chain Management	Section	Estate Management	
Contact person	Moshidi Mosena	Contact person	Ovayo Mjamekwana	
E-mail address	m.mosena@risa.nrf.ac.za	E-mail address	O.Mjamekwana@risa.nrf.ac.za	

	SUPPLIER INFORMATION					
Name Of Bidder						
Postal Address						

SUPPLIER INFORMATION										
Street Addre	ess									
Telephone N	Number									
Code		Nun	nber							
Cell Phone	Number			T						
Code		Nun	nber							
Facsimile N	umber			T						
Code		Nun	nber							
E-Mail Addr	ess									
VAT Registr	ation Number									
					1					
Tax Compliance Status	Tax Compliance System PI				OR	Central Supplier Database No.		MAAA	1	
B-BBEE Status Level		Tick Applicable Box. □ Yes □ No		B-BBEE Status Level Sworn Affidavit		Tick Applicable Box. □ Yes □ No				
-	status level ve ce points for l			ate/ at	ffidavi	t (for EMEs & QSE	s) must	be sub	mitted in order	to qualify
Are you the accredited representative in South Africa for the goods /services/works offered? Are you a foreign-based supplier for the goods/services/ works offered? Are you a foreign-based supplier for the goods/services/ works offered?					onnaire					
		QI	UESTIONNA	AIRE T	O BID	DING FOREIGN S	UPPLIE	RS		
Is the entity	a resident of t	he Re	epublic of Sc	outh Af	frica (R	SA)?			☐ 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									
	liable in the R								☐ Yes ☐ No	
			· · ·			ement to register fo	r a tax c	ompliar		n pin code
If the answer is "No" to all the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 below										

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

1. BID SUBMISSION:

1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for	or
	consideration.	
1.1	All bids must be submitted on the official forms provided— (not to be re-typed) or in the manner prescribed in the bid document. Bid pages are bound to minimise risk of lost pages.	in
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions Of Contract (GCC) with its special conditions of contract, and, if applicable, any other legislative requirements.	

2. TAX COMPLIANCE REQUIREMENTS

2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
2.3	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za.
2.4	Bidders may also submit a printed TCS certificate together with the bid.
2.5	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.
2.6	Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

3. TWO ENVELOPE SYSTEM No

4. VALIDITY PERIOD FROM DATE OF CLOSURE

60 days

5. THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

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

Stage 2 – Evaluation of Bids against Technical Specifications

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

Stage 2A – Evaluation of Bids against Specifications including Quality

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

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

Where circumstances justify it, the NRF conducts interviews with shortlisted bidders for them to present further

TERMS AND CONDITIONS FOR BIDDING (SBD 1B)

information or provide further proof to the evaluation committee. In these cases, the National Research Foundation provides the areas of concern to the short-listed bidders to address in their presentations with this document and, where necessary, may provide further areas of concern to the short listed bidders at this stage.

Stage 2C - Due Diligence Research

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

Stage 3 - Price/Preference Evaluation

Basis of fair competition:

The NRF compares each bidder's pricing proposal on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements including the application of fair pricing tests as set out below in the section "Insufficiency of Funds".

Ranking of the bidders pricing:

The NRF ranks the qualifying bids on price with lowest priced Bid receiving the maximum points (either 80 or 90) and the remainder ranked in relation to the lowest priced bid. The NRF adds the bidders' claimed preference points as verified to the submitted preference claim form (SBD 6.1) to provide the final ranking for the award decision.

Stage 4 – Checking Tax Compliance

Stage 4A – Taxpayers Resident in South Africa

The NRF notifies the recommended bidder in writing where their tax compliance check reflects that they are non-compliant and provides the recommended bidder seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement with SARS to meet their outstanding tax obligations. Failure to deliver such written evidence of compliance results in the rejection of that recommended bid.

Stage 4B - Non-Resident Foreign Bidders

Where foreign bidders are submitting a bid, they complete all sections of the SBD1 especially the tax questionnaire. The NRF submit the Foreign Bidder's completed SBD1 to the South African Revenue Service to obtain from the South African Revenue Service the Confirmation of Tax Obligations letter. Where South Africa Revenue Services does not issue the letter, Stage 4A applies in clearing the reason for not receiving the letter.

Stage 5 - Award and Contract Signing

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

6. ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page.

7. CENTRAL SUPPLIER DATABASE REGISTRATION

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

8. CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they contact the officials listed under the enquiries section above. The National Research Foundation does not provide the origin of the request to any party.

9. RESPONSE PREPARATION COSTS

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

10. COLLUSION, FRAUD AND CORRUPTION

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

11. FRONTING

The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches of any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting". Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

12. DISCLAIMERS

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

13. CANCELLATION OF THE QUOTATION PRIOR TO AWARD

<u>Procurement not required:</u> The NRF cancels the Bid Invitation prior to making an award if due to changed circumstances there is no need for the specified procurement in the document.

No Acceptable Quotations: The NRF cancels the Quotation Invitation prior to making an award if it receives no acceptable bids i.e. that do not meet the minimum requirements set out in this document.

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

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

The NRF conducts fair pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect pricing outside of the established fair price range, the evaluators may recommend price negotiation. The NRF only negotiates price, and no other component, with the winning bidder or, where that bidder refuses negotiation, with the next ranked bidder in the price/preference ranking until a market related price is achieved.

SBD 1 SIGNATURE

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

SIGNATURE OF BIDDER:

QUOTE REFERENCE: NRF/ CORP EM RFQ

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CAPACITY UNDER WHICH THIS BID IS SIGNED

(Proof of authority must be submitted e.g. company resolution)

DATE:

SCOPE OF WORK INTRODUCTION TO THE NRF

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

CONTEXT OF THIS PROCUREMENT

The NRF has identified the need for the service/maintenance, and repairs of diesel generators and changeover switches within the National Research Foundation in Pretoria, Brummeria.

CONTRACT PERIOD

The contract period for this bid contract is once off.

DESCRIPTION OF GOODS/DETAILED SPECIFICATION

Scope of Work

This service contract will be required to service 1 x 600KVA Doosan diesel generator and three changeover switches. The generator feed the LV distribution board at 400V. The generator provides backup power to the whole NRF building.

A compulsory site inspection will be held on the **20 January 2025 at 11:30am to 12:30pm** at **JM Coetzee Meeting Room.** Service providers are encouraged to attend to better understand the scope of work and site conditions.

MONTHLY MAINTENANCE OF THE 600KVA DOOSAN GENERATOR AND CHANGEOVER SWITCHES:

- 1. Start engine and run load for +- 10 minutes
- 2. Generator water tank must be filled with water on every service interval
- 3. Clean Radiator.
- 4. Check the water pump and bearings to be in good working order.
- 5. After the service a report needs to be provided to the NRF representative for record keeping.
- 6. Check Anti-freeze. (Top-up if needed)
- 7. Check operation of the Deepsea controllers DSE 7410 and DSE 334 (Generator and change over switches)
- 8. Check operation of change over switches
- 9. Check the that all existing 24V batteries are charging and in good working order.
- 10. Check the operation of the fan tensioning pulley.
- 11. Check oil levels (If needed add oil).
- 12. Check Oil filters.
- 13. Check Diesel filters.
- 14. Check fuel and oil filters, clean or replace when necessary.
- 15. Check Fan belts tension and pulleys.
- 16. Check radiator hose, clamps and air passages
- 17. Check radiator level
- 18. Check Oil level and top up if necessary
- 19. Check fuel and oil filters, clean or replace when necessary
- 20. Check water jacket heaters Check batteries, battery cables, lugs and grease
- 21. Check air filters, seal faces, hoses and clamps for dust ingress
- 22. Check all guards.

- 23. Check oil pressure and engine temperature
- 24. Check alternator operation.
- 25. Clean the generator and area where it is installed.

CHANGEOVER SWITCHES

The NRF currently has is two changeover distribution boxes in the LV room. The switches are responsible for the transfer of electrical power from the 600Kva generator to the NRF building in the event of a Power outage.

The appointed service provider must ensure that the changeover switches function optimally and there is communication between the DSE devices, 600kva generator and the two changeover switch distribution boards.

CHANGEOVER DB1

SCHNIEDER MASTERPACT NW12H1 with current rating 1250 A

- 1. Check fuses replace when necessary.
- 2. Check relays and replace when necessary.
- 3. Simulate power outage to inspect changeover function.

CHANGEOVER DB2

SCHINEIDER COMPACT NS800N with current rating 800 A

- 1. Check fuses replace when necessary.
- 2. Check relays and replace when necessary.

Yearly Maintenance/ 125-hour lapse Requirements

- 1. -+60 litre Oil replacement.
- 2. Oil filters to be replaced.
- 3. Air filter to be replaced.
- 4. Diesel filter needs to be replaced.
- 5. Anti-freeze 20litre top up
- 6. Clean Radiator.
- 7. Conduct Oil sample test and test report need to be supplied to the NRF.
- 8. Check for any possible leaks and cracked pips (must be included into the pricing)
- 9. Generator Oil test annually must be done.
- 10. Generator engine oil replacement of 60litres must be done.
- 11. Generator Dissolved Gas test if applicable.
- 12. Generator Insulating Oil test results and report must be sent to NRF representative
- 13. Generator insulating Paper test if applicable.
- 14. Check the Doosan fan belts, (if needed to be replaced use Doosan fan belts or any quality aftermarket belts)
- 15. Check that all existing 24V batteries are charging and in good working order
- 16. Generator external condition inspection
- 17. Oil and filter change (every 125 hour).
- 18. Replace the two 100AH 12V batteries with new ones after twelve months.

Exhaust

1. Check manifold, silencer, tailpipe and supports and clean when necessary.

Service Fees

a) Rates submitted shall include all management, supervision, travelling, overtime, tools, test equipment.

b) Value Added Tax: The tendered price must include Value Added Tax (VAT).

Obligations of the appointed bidder

- 1. The service provider is expected to have a company vehicle for key staff allocated to this contract in order to carry out duties as the technician may be required to be available in odd hours in order to attend to emergencies.
- 2. Appointed Service provider must most importantly assess all break down, forward a quote to NRF representative, for approval, and source the required spares to effect the required repairs without delay.
- 3. The invoices for repairs or monthly maintenance invoice must be sent to NRF representative along with signed job cards.
- 4. The appointed service provider is responsible for changing the diesel fuel lines after 2 years (24 months).
- 5. All callout fees are deemed to be included in the total tender amount agreed upon in this contract. The Service Provider shall not charge any additional callout fees for attending to issues related to the generator or associated equipment covered under the scope of this agreement. This includes breakdowns, repairs, or maintenance required during the contract period. Furthermore, the Service Provider must notify the NRF of any unscheduled visits and obtain prior written approval for any costs outside the agreed tender scope. Under no circumstances will the NRF be liable for callout fees arising from defects, faults, or incomplete work performed by the service provider.
- 6. The appointed services provider must submit quotes to the NRF representative for approval on the purchase of all generator and changeover switch spares and consumable costs, not forming part of the services and monthly maintenance checks. A separate order will be generated after approval.
- 7. Exercise reasonable skill, care and diligence in rendering all services included in this procurement contract
- 8. Deliver the services during normal working hours and/or such additional hours as may be reasonably required by the NRF due to the existence of special circumstances.
- 9. Adhere to such reasonable and lawful standard work procedures of the NRF, which procedures will be notified of in advance and in writing by the NRF
- 10. Not to do anything that may prejudice or be adverse to the operations and functions of the NRF
- 11. Submit such information and reports, as specified in the agreed service request, to the person nominated by the NRF, and comply with all legislation applicable in providing these services.
- 12. The successful bidder shall indemnify and keep indemnified Council against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto. The successful bidder enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto this contract.
- 13. Render the services timeously during business hours (i.e. Monday to Friday, excluding public holidays from 08h00 to 16h30). Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the NRF, based in severity level.

BIDDER MANDATORY RETURNABLE DOCUMENTS

Bidder Expertise – Skills criteria

- a) The bidder must submit individual CVs and qualifications for the required personnel for the undertaking of the scope of works indicated in this bid document. The professional team shall be made as follows:
 - 1x Electrician with Electrical Trade Test Certificate with Installation electrician licence (Wireman's) or Master Electrician (ME) licence/ qualification with 3 years or more servicing and maintaining of diesel generators or similar field.
 - 1x Diesel mechanic with red seal trade certificate with 3 years or more servicing and maintaining of diesel generators or similar field.

- b) The bidder must submit a letter of good standing for electrical work, mechanical work from the department of labour (COIDA).
- c) The bidder must submit a valid proof of registration as a electrical contractor from the department of employment and labour.

Industry Experience

- a) The bidder must have a minimum of three years' experience in the maintenance, installation of diesel generators. This experience must be supported by reference letters from the client(s). The bidder must submit three reference letters. The reference letters must provide the below compulsory information and must not be older than sixty months (60):
- Client name: (Company letter head)
- Client contact details: email and Telephone.
- Project/Contract Value.
- Project/Contract Duration (include dates).
- Project/Contract details (Specify size of generator).

OR

- b) The Bidder Must Submit a Schedule of a minimum of three projects/ contracts related to diesel generator maintenance, installation and commissioning services completed or ongoing, the schedule can have a minimum of three project/ contracts. The format of the schedule must include the following compulsory sections:
- Project description or contract description
- Client details
- Contact Person and contact details (name, tell. /Cell number and email).
- Contract value
- Duration
- Completion year

Insurance

a) The bidder must undertake and warrant that adequate public liability insurance and professional indemnity insurance are in place to cover its current risks, obligations and liabilities together with any additional risk that may arise from the rendering of services under this procurement agreement. The Bidder must submit copy of a valid a public liability insurance and professional indemnity insurance for a minimum of R500K

Safety, Health and Environment

a) The bidder must at all times comply with the provisions of the Occupational Safety and Health Act, 1993 with regards to the safety and maintenance of equipment used.

SETS OF QUOTATION DOCUMENTS REQUIRED

Number of electronic bid documents for contract signing

1

Bidders must submit the above number of original documents in hard copy format (paper document) to the NRF. These serve as the original sets for the legal bid document and, upon award and signature, the legal contract document between the bidder and the NRF. (Where only one set is requested, this remains with the NRF). The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.

Number of EVALUATION copies:

1 evaluation copy (electronic)

Bidders mark documents as "Copy for evaluation" and number all pages sequentially.

QUOTE REFERENCE: NRF/ CORP EM RFQ

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RETURNABLE DOCUMENTS CHECKLIST & ELIGIBILITY CRITERIA (GO/NO-GO) The bidder is to complete this table and to supply the necessary page references to the supporting documentation. A bidder failing to adequately provide any of the mandatory documents is automatically disqualified. Legislative/Technical Documents Compliance (M - Mandatory); (O - Optional) **Submitted** Bid Reference to Bidder's document Section Reference Bidder Eligibility Procurement Invitation (SBD 1), signed and ☐ Yes completed including the SBD 4, 6.1 and M □ No signed Bid Submission Certificate form. ☐ Yes Compulsory Briefing Session M ☐ No Did bidder submit a letter of good standing ☐ Yes for electrical work, mechanical work from the M ☐ No department of labour (COIDA). Did bidder submit individual CVs and qualifications for the required personnel for the undertaking of the scope of works indicated in this bid document. The professional team shall be made as follows: 1x Electrician with Electrical Trade Test Certificate with Installation electrician licence (Wireman's) with 3 years or more servicing and maintaining of diesel generators or ☐ Yes similar field. Page 10 M ☐ No or Master Electrician (ME) licence/ qualification with 3 years or more servicing and maintaining of diesel generators or similar field. 1x Diesel mechanic with red seal trade certificate with 3 years or more servicing and maintaining of diesel generators or similar field. Did bidder submit a valid proof of registration ☐ Yes as an electrical contractor from the М Page 10 ☐ No department of employment and labour? Did bidder submit a copy of a valid Public ☐ Yes liability insurance for a minimum of R500k or М Page 10 □ No letter of intent Did bidder submit three reference letters. The ☐ Yes reference letters must provide the below M Page 10 ☐ No compulsory information and must not be

(IVI —	Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
oldei	than sixty months (60):			
-Clie	nt name: (Company letter head)			
-Clie	nt contact details: email and Telephone.			
-Proj	ect/Contract Value.			
-Proj	ect/Contract Duration (include dates).			
-	ect/Contract details (Specify size of erator).			
	OR			
of the	pidder submit a Schedule of a minimum ree projects/ contracts related to diesel erator maintenance, installation and missioning services completed or bing, the schedule can have a minimum ree project/ contracts. The format of the dule must include the following bulsory sections:			
-Proj	ect description or contract description			
-Clie	nt details			
	tact Person and contact details (name, Cell number and email).			
-Con	tract value			
-Dura	ation			
-Con	npletion year			
	\$	BD 3.1: PRICING D	ETAIL	
<u>Prici</u>	ng Special Conditions			
1	Pricing Schedule: In terms of General Contract with the Normal Contract with the Normal Contract with the Normal Contract for pricing set out below:	IRF accepting no ch	anges, extensions, or ac	dditional ad hoc costs to th

- the time of delivery being determined during the contract period.
- 3 **Estimated quantities over the Contract Period:** The NRF may require further quantities during the current period with the actual quantity and time of delivery being determined when such quantities are needed. For bidding purposes and to establish the contract ceiling price, the NRF provides estimated quantities of what its requirements and estimated timing during the contract period for bidders to establish their pricing. The NRF does not provide guarantees or commitments that it will order this entire amount during the contract's life. The NRF, through the signed contract, guarantees its procurement of the specified goods and/or services is from the contracted party only.
- 4 Placement of written purchase orders for actual quantities ordered: The NRF manages the execution of this

	SBD 3.1: PRICING DETAIL
	contract through the issue of written purchase orders – stipulating quantity, description, delivery date, and the unit price as et out in this contract - for the contracted supplies. The NRF, when issuing the written purchase order, guarantees that the funding is available.
5	<u>Contract Ceiling Price:</u> With these estimates in the bid contract, the contract ceiling price includes both the firm quantities and the potential future quantities within the contract ceiling price. The NRF manages the contract within the contract ceiling price by paying only for the verified deliveries/performances in terms of the clauses of this contract. The cumulative value of each of these invoices at the expiry of the contract is the actual total contract price.
6	<u>Price Adjustments:</u> In terms of <u>General Conditions of Contract clause 17.1</u> , the price adjustments with the rules for application are set out below as special conditions of <u>Contract Clause 17.1</u> .
	Price adjustments and their corresponding rules are for the management of price risks on the basis of the NRF and the contracted bidder sharing the risk equally.
7	Price quoted is South African Rands in terms of General Conditions of contract clause 16.4
8	<u>Price Quotation Basis</u> : Price quoted is fully inclusive of all costs including delivery to the specified NRF price delivery point and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies in terms of General Conditions of contract clauses 12, 32.1 and 32.2.
	<u>Price Delivery Point:</u> In cases where different delivery points influence the pricing, the bidder submits a separate pricing schedule for each delivery point.
9	<u>Detail Pricing Support:</u> Detailed information e.g. costed bill of quantities is optional where not stated in the price schedule below and is provided as an annexure to the details included in this SBD 3
10	<u>Application of Preference Points</u> : Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

PRICING SCHEDULE

	rence to specific specification)	QTY	UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT	
1	Monthly maintenance of the 600KVA Doosan Generator and Changeover Switches.	36	Months			
2	125 HOUR RUN TIME LAPS / YEARLY SERVICE					
2.1	Replace Oil 60litres after 125 hour run lapse or yearly whichever comes first	3	years			
2.2	2x Oil Filter must be replaced per year	3	years			
2.3	2x Air Filter must be replaced per	3	years			

	DESCRIPTION/ (Reference to specific specification)		UNIT OF MEASURE	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUSIVE OF VAT
	year				
2.4	1x Diesel Filter must be replaced after 125 hour run lapse or yearly whichever comes first.	3	years		
2.5	Replace Anti-Freeze 20litre after 125 hour run lapse or yearly whichever comes first	3	years		
2.6	Oil Sample Test and test report must be supplied to the NRF yearly	3	years		
2.7	2xBatteries to be replaced yearly	3	years		
2.8	Diesel water test must be done yearly	3	years		
3	Logbook for site	1	item		
4	Labour		item		
	L CONTRACT VALUE OF AE JSIVE OF 15% VAT	R			

GENERAL CONDITIONS OF CONTRACT

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause to its the National Treasury's General Conditions of Contract The National Research Foundation has filed its General Conditions of Contract GCC) on its website

(http://www.nrf.ac.za/procurement/General-Conditions-of-Contract). These form part of this document's contract conditions. Special Conditions specific to this bid contract are set out in this document.

The NRF deems the bidders to have accessed and read the General Conditions of Contract. Whenever there is an unintended conflict, the provisions of the Special Conditions of Contract shall prevail over the General Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT

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

1 Service Provider Obligations:

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

The service provider must deliver the services during normal working hours (i.e. Monday to Friday, excluding

SPECIAL CONDITIONS OF CONTRACT

public holidays from 08h30 to 17h00) and/or such additional hours as may be reasonably required by the NRF due to the existence of special circumstances. Services rendered outside of these hours will only be rendered by mutual agreement with the nominated person of the NRF, based in severity level.

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

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

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

- 2 <u>Communication:</u> The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned NRF contract manager prior to acting upon it.
- 3 Occupational Health and Safety when working on NRF sites: All personnel performing work on NRF site/s as part of this contract are responsible to obtain safety induction.

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

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

To this end, the contracted party shall make available to the NRF on the valid Letter of Good Standing in terms of the COID Act and ensures its validity does not expire while executing this bid, where applicable. The contracted party furnishes its registration number with the office of the Compensation Commissioner. The contracted party enters into a Section 37.2 agreement in terms of Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations) that the NRF drafts.

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

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

MANAGEMENT OF PERFORMANCE LEVELS

- 1. The Performance Levels are in the table below.
- 2. The NRF measures the contracted bidder's performance against these performance levels in the execution of the contract.
- 3. The contracted bidder recognises that its failure to meet the performance levels has a material and adverse impact on the operations of NRF and that the damages from the contracted bidder's failure to meet any performance level is not susceptible to precise determination.

MANAGEMENT OF PERFORMANCE LEVELS

- 4. The NRF excuses the contracted bidder from failing to comply with the performance levels to the extent that non-performance or delayed performance is solely and directly attributable to an act or omission of the NRF or its staff or circumstances of force majeure as referred to in this Agreement.
- 5. If the contracted bidder fails to meet any performance level:
 - the contracted bidder shall investigate and report on the root causes of the performance level failure; promptly correct the failure and begin meeting the set performance levels;
 - advise the NRF as and to the extent requested by the NRF of the status of remedial efforts being undertaken with respect to such performance level failure; and
 - take appropriate preventative measures to prevent the recurrence of the performance level failure.
- 6. Both parties are responsible for monitoring and measuring the performance of the contracted bidder against the performance levels set in this document. The NRF deems failure by the contracted bidder to measure performance with respect to the contract specifications for any measurement period, as a failure to meet the stipulated performance levels.

PERFORMANCE LEVELS STATEMENT

Service/Goods being Measured	Measurement Methodology	Penalty/Bonus and level applicable from
Servicing and maintenance of the 600KVA Doosan Generator and Changeover Switches at the National Research Foundation premises in Pretoria, Brummeria	The NRF Estate Management representative will verify the completeness of the Servicing and maintenance of the 600KVA Doosan Generator and Changeover Switches and sign off JOB CARD when complete.	If the order is not complete and/or does meet the required quality, then the invoice will not be signed off and or paid until completeness of service.
Late delivery of goods and services	The appointed bidder or appointed service provider must conduct work fully indicated in this bid document within a week	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)
	of delivery of the purchase order.	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
Supervision of, supply and servicing of all mechanical and electrical components needed for the generator to be fully operational.	Service provider to supply and install all mechanical parts, consumables	Where the main supply and installation is delayed by more than 2 weeks from the approved & agreed upon timelines, penalty is 2% of the original invoice value for additional week of delay.

SBD 4 BIDDER'S DISCLOSURE								
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? 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 ta	Identity Number	Name of State institution						

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

2.2.1	If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are

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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.

	bidding for this contract?	YES/NO
2.3.1	If so, furnish particulars:	
3 D	DECLARATION	
	I, the undersigned, (name)accompanying bid, do hereby make the following statements that I certify respect:	
3.1 3.2	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this disclosure is	s found not to be true and complete
3.3	in every respect; The bidder has arrived at the accompanying bid independently from, and wir agreement or arrangement with any competitor. However, communication by or consortium ² will not be construed as collusive bidding.	
3.4	In addition, there have been no consultations, communications, agreed competitor regarding the quality, quantity, specifications, prices, including m calculate prices, market allocation, the intention or decision to submit or not intention not to win the bid and conditions or delivery particulars of the pro invitation relates.	ethods, factors or formulas used to to submit the bid, bidding with the
3.4	The terms of the accompanying bid have not been, and will not be, disclosed to any competitor, prior to the date and time of the official bid opening or of	•
3.5	There have been no consultations, communications, agreements or arrange official of the procuring institution in relation to this procurement process prio except to provide clarification on the bid submitted where so required by the involved in the drafting of the specifications or terms of reference for this bid	or to and during the bidding process institution; and the bidder was not
3.6	I am aware that, in addition and without prejudice to any other remedy provipractices related to bids and contracts, bids that are suspicious will be report Commission for investigation and possible imposition of administrative penal Competition Act No 89 of 1998 and or may be reported to the National Prosteriminal investigation and or may be restricted from conducting business with exceeding ten (10) years in terms of the Prevention and Combating of Corruption of the Prevention of the Preve	rted to the Competition alties in terms of section 59 of the ecuting Authority (NPA) for th the public sector for a period not
	I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST IN OF PERMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AN SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION	ME IN TERMS OF PARAGRAPH 6 D COMBATING ABUSE IN THE
	Signature Date	

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.

Position Name of bidder

PREFERENCE POINTS CLAIMED (SBD 6.1)

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 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

1.2 To be completed by the organ of state

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

.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

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.

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

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P max}{P max}\right)$$
 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

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

NRF will use the B-BBEE status level scoring table

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

The specific goals allocated points in terms of this tender: B-BBEE Status Level of Contributor	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant	0	

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 because 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:	

BID SUBMISSION CERTIFICATE FORM - (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.

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.

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Quotation Invitation inclusive of any
	annexures thereto

BID S	SUBMISSION CERTIFICATE FORM - (SBD 1)		
Bidder's responses to this invattached to this document	vitation as Pricing Schedule(s) (SBD3.1) including detailed schedules attached		
(SBD 6.1) Preference points claim f	(SBD 6.1) Preference points claim form in terms of the Preferential Procurement Regulations 2022		
Declaration of Interest (SBD4)	General Conditions of Contract and special/additional conditions of contract as set out in this document		
I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation and cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.			
	per execution and fulfilment of all obligations and conditions devolving on me in sipal liable for the due fulfilment of the subsequent contract if awarded to me.		
I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.			
	in these declarations (SBD 3.1, SBD 4, SBD 6.1) is correct and I accept that the me should these declarations prove to be false.		
I confirm that I am duly authorised to sign this offer/ bid response.			
NAME (PRINT)			
CAPACITY			
SIGNATURE			
WITNESS 1			
NAME			
SIGNATURE			
WITNESS 2			
NAME			
SIGNATURE			
DATE			

DATE