

REQUEST FOR BID PROFESSIONAL SERVICES



BID DETAILS

BID NUMBER: NERSA/1415/IRM/RFID/BID011

CLOSING Date: 11 DECEMBER 2014
Time: 11:00

DESCRIPTION: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC DETECTION SOLUTION (RFID) TO USE IN ITS KNOWLEDGE CENTRE (LIBRARY) ENVIRONMENT.

**BRIEFING SESSION /
SITE VISIT:**

Yes No

See Section A Part 1: Bid Submission Conditions and Instructions.

DETAILS OF BIDDER

Organisation/individual: _____
Contact person: _____
Date: _____
Email address: _____
Telephone Number: _____
Cellular Number: _____
Fax Number: _____
Indicate media advert

Government Tender Bulletin		Sowetan		Business Day		NERSA Website	
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Please indicate whether it is the original or copy, tick the applicable block.

ORIGINAL **COPY**

Please do not retype the bid document.

GLOSSARY

AWARD	Conclusion of the procurement process and final notification to the effect to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued there under by the Department of Trade and Industry
BID	Written offer in a prescribed or stipulated form in response to an invitation by NERSA for the provision of services, works or goods
CONTRACTOR	Contracting entity with whom NERSA will conclude a formal contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
DTI	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
ORIGINAL BID	Original document signed in ink Copies of original document signed in ink Facsimile of original document signed in ink
SCM	Supply Chain Management
SLA	Service Level Agreement

SECTION A

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (pp. 64) of this document, which consist of the following sections:

SECTION A

Note: Documents in this section must be returned with bids.

- Section A Part 1: Bid Submission Conditions and Instructions
- Section A Part 2: Evaluation Process / Criteria
- Section A Part 3: Terms of Reference
- Section A Part 4: Contract Form (Rendering of Services Parts 1 & 2)
(The pro forma contract is only included for bidders to take note of the contents of the contract that will be entered into with the successful contractor)

SECTION B

Note: Documents in this section must be fully completed and returned or supplied with bids.

- Section B Part 1: Special Conditions of Bid and Contract – Special conditions that the bidder needs to accept
- Section B Part 2: Valid, original Tax Clearance Certificate (The tax clearance certificate requirements page must not be returned with the bid)
- Section B Part 3: Declaration of Interest
- Section B Part 4: Declaration of bidder's past SCM practices
- Section B Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases) And Declaration Certificate for Local Production and Content Designated Sector Form
- Section B Part 6: Invitation to Bid
- Section B Part 7: Technical Approach and Project Plan
- Section B Part 8: Experience in this field
- Section B Part 9: Team Details (CV Template Guideline)
- Section B Part 10: Pricing Schedule (Professional Services)
- Section B Part 11: Certificate of independence

SECTION A

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

- 1.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 SITE VISIT INSPECTION

- 2.1.1 Prospective bidders who wish to inspect the installation site, may contact Stanley Radebe via e-mail at Stanley.Radebe@nersa.org.za to arrange for a visit not later than **02 December 2014**.
- 2.1.2 The venue for the site visit is NERSA, Kulawula House, 526 Madiba (Vermeulen) Street, Arcadia, and Pretoria.
- 2.1.3 Bidders should bring their own copies of the bid documentation to the site visit as bid documents will not be made available for the attendees.
- 2.1.4 Any individual wishing to bid must attend the site visit in person or send a representative. Any organisation wishing to bid must send a representative. For bids from a Consortium or Joint Venture, a representative of at least one of the organisations must attend the site visit.
- 2.1.5 It is the responsibility of bidders to take their own notes during the site visit session. NERSA will not provide minutes of the site visit inspection.

2 CLARIFICATIONS/ QUERIES

- 2.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail) from Tebogo Williams at Tebogo.Williams@nersa.org.za or Stanley Radebe at Stanley.Radebe@nersa.org.za not later than 12:00 on the **02 December 2014** and no clarification will be attended to after this time. A reply will be forwarded on **03 December 2014**. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

3 SUBMITTING BIDS

- 3.1 One (1) original plus **Four (4) hard copies of the bid**, i.e. five documents be handed in / delivered to:
The Procurement Manager
NERSA
Kulawula House
526 Madiba (Vermeulen) Street
Arcadia, Pretoria

SECTION A Part 1: Bid Submission Conditions and Instructions

3.2 **NB: Bidders must indicate on the cover of each document whether it is the original or a copy.**

3.3 An original version of the bid must be submitted. The original version must be signed in ink, but the additional four (4) copies of the original do not have to be signed in ink. **Bidder(s) will be disqualified for failing to submit 4 copies.**

3.4 **The financial proposal should be submitted separately in a sealed envelope.**

3.5 Bids should be submitted in a sealed envelope, marked with:

- Bid number (**NERSA/1415/IRM/RFID/BID011**)
- Closing date and time (**11 December 2014 at 11:00**)
- The name and address of the bidder.
- Bids received in an envelope that is not sealed may be disqualified.

3.6 Documents submitted on time by bidders shall not be returned.

4 LATE BIDS

4.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be locked at exactly 11:00 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

4.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

4.3 Bids sent to NERSA via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the NERSA premises (in tender box in reception area or if too big for the tender box, over the counter in the reception area). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

5 DIRECTIONS TO NERSA OFFICES FOR DELIVERY OF BIDS

Physical Address

NERSA
Kulawula House
526 Madiba (Vermeulen) Street,
Arcadia,
Pretoria

Bidders should allow time to access the premises due to security arrangements that need to be observed.

DIRECTIONS TO NERSA

From OR Tambo International Airport

Take the R21 (North) to Pretoria
Continue on the R21 for approximately 45 kilometers
At the roundabout (Fountains Circle) follow the Sunnyside signs (M5)
Continue driving on Mears Street (becomes Steve Biko Street)
Turn right onto Madiba St
Kulawula House (NERSA) will be on your left

NB: Parking available opposite NERSA at Sancardia Centre

From Johannesburg

Follow N1/M1 north
Continue on the N1/M1 north
This road then becomes M1
Continue on the M1 and take the Eeufees off ramp
At the bottom of the Eeufees T-junction turn right
Turn left under the bridge
Follow the Sunnyside signs (M5)
Continue driving on Mears Street (becomes Steve Biko Street)
Turn right onto Madiba St
Kulawula House (NERSA) will be on your left

NB: Parking available opposite NERSA at Sancardia Centre

3 NEGOTIATION AND CONTRACTING

- 3.1 NERSA have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 3.2 NERSA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 3.3 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of NERSA is (Ms. Phindile Baleni (née Nzimande) or his/her written authorised delegate.
- 3.4 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

4 ACCESS TO INFORMATION

- 4.1 All bidders will be informed of the status of their bid once the procurement process has been completed.
- 4.2 Requests for information regarding the bid process will be dealt with in line with the NERSA procurement policy and relevant legislation.

5 REASONS FOR REJECTION

- 5.1 NERSA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 5.2 NERSA may disregard the bid of any bidder if that bidder, or any of its directors:
- 5.2.1 Have abused the SCM system of NERSA.
- 5.2.2 Have committed proven fraud or any other improper conduct in relation to such system.
- 5.2.3 Have failed to perform on any previous contract and the proof exists.
- 5.3 Such actions shall be communicated to the National Treasury.

6 PAYMENTS

- 6.1 NERSA will pay the contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by NERSA to the contractor.
- 6.2 The contractor shall from time to time during the currency of the contract, invoice NERSA for the services rendered.

SECTION A Part 1: Bid Submission Conditions and Instructions

- 6.3 The invoice must be accompanied by supporting source document(s) containing detailed information, as NERSA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the contractor.
- 6.4 No payment will be made to the contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NERSA.
- 6.5 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 6.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.
- 7 CANCELLATION OF PROCUREMENT PROCESS**
- 7.1 This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into contract with a specific service provider to which the bid relates.

BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**1 EVALUATION PROCESS****1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA**

1.1.1 All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

1.2 FUNCTIONALITY, PRICE AND PREFERENCE POINTS

1.2.1 All remaining bids as per paragraph 1.1.1 will be evaluated as follows:

1.2.2 Bids will be evaluated first for functionality and then in accordance with the 80/20 reference points system prescribed in Preferential Procurement Regulations.

1.2.3 The First stage, bids will be Evaluation on functionality, of which (65 points) shall be awarded for functionality.

1.2.4 Bids will be considered further if it achieves the minimum prescribed qualifying score for functionality (65.00 points). Bids that failed to achieve the minimum qualifying score for functionality will be disqualified for further evaluation.

1.2.5 The Second stage, bids will be evaluated in terms of the 80/20 preference point systems. Only bids that achieve the minimum qualifying score/percentage for functionality will be evaluated in accordance with the 80/20 preference point system.

1.3 DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY

1.3.1 The evaluation criteria and weights for functionality as indicated in the table in paragraph 2, will apply.

1.3.2 The percentage scored for functionality should be calculated as follows:

- Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:

$$Ps = \frac{So}{Ms} X Ap$$

where

Ps = percentage scored for functionality by bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

Ap = percentage allocated for functionality

- The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

- 1.4.1 Bids that score **65%** or less of the marks available for functionality will be eliminated from further consideration **which is 65.00 out of 100 points.**
- 1.4.2 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.
- 1.4.3 The percentage scored for price shall be calculated as follows:

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

1.5 AWARDING OF POINTS FOR B-BBEE

- 1.5.1 Points for B-BBEE will be determined out of 20.
- 1.5.2 Points scored by the bidder in respect of the level of contribution will be added to the points scored for price.

SECTION A Part 2: Evaluation Process/Criteria

- 1.5.3 Points to be awarded to a bidder based on his or her B-BBEE status of level of Contribution. E.g. Level 1 contributor would receive 20 points whilst level 4 contributor would receive 12 points out of a maximum of 20 points as follows.

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

1.6 **COMBINING PRICE AND B-BBEE MARKS**

- 1.6.1 The B-BBEE marks for each bid will now be added to the price.
- 1.6.2 Only the bid with the highest number of points scored may be selected for award.
- 1.6.3 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

1.7 **PRESENTATIONS** (optional)

- 1.7.1 NERSA reserves the right to invite bidders for presentations before the award of the bid.
- 1.7.2 NERSA may decide to have compulsory presentations made either by all bidders who have obtained at least **60%** of the marks for functionality, or by the bidders ranked first, to third once the functionality, price and preference marks have been combined.
- 1.7.3 Presentations shall only affect the marks awarded for functionality. If NERSA wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the mark scheme and indicated in paragraph 1.2 above.

SECTION A Part 2: Evaluation Process/Criteria

- 1.7.4 If the date of the presentation meeting is not indicated in the bid document, at least three days' notice will be given to bidders required to attend a presentation as well as the detail of the venue for the presentation.
- 1.7.5 Presentations will be made to the full Bid Evaluation Committee.
- 1.7.6 Points determined by the presentation will be awarded to each bidder by each member of the Bid Evaluation Committee and then an average calculated.
- 1.7.7 Under no circumstances will a presentation by any bidder constitute an award or promise / undertaking to award the contract.

1.8 ADJUDICATION OF BID

- 1.8.1 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

2 EVALUATION CRITERIA

2.1 Compliance with minimum requirements:
Bidders will be examined to determine compliance with the bid requirements and conditions. Non-compliant bidders will be eliminated from further evaluation.

2.2 The first stage, bids will be evaluation on functionality as follows:

Stage 1: Evaluation on functionality:

- All bids will be evaluated by the evaluation panel independently in terms of the evaluation criteria for functionality which will be made up of 100.00 points as follows:

Functionality	POINTS
Company profile that includes details of the overall services provided by the company, details of location of branch in Gauteng for the provision of an electronic detection solution (RFID) and consumables.	15
No Company Profile provided	0
1% - 49% Compliance with the above requirements of the Company Profile.	4
50% - 59% Compliance with the above requirements of the Company Profile.	7
60% - 69% Compliance with the above requirements of the Company Profile.	9
70% - 79% Compliance with the above requirements of the Company Profile.	12
80% - 100% Compliance with the above requirements of the Company Profile.	15
Experienced resources should be assigned to NERSA during the course of the 3 year maintenance contract term and for the supply of consumables (CV's to be provided).	15
No resources and/or CV's provided	0
Account Manager with less than 3 years of accounts management experience, and/or technicians with less than 3 year experience	4
Account Manager with 3 or more years of accounts management experience, and/or technicians with more than 3 year experience.	7
Account Manager or technicians with 5 or more years of accounts management, and/or technicians with 5 years or more experience.	9
Account Manager with 7 or more years of accounts management experience, and/or technicians with 7 years or more experience.	12
Account Manager or technicians with 10 or more years of accounts management, and/or technicians with 10 years or more experience.	15
Technical approach that supplies NERSA with the required electronic detection solution (RFID) by 31 March 2015. The technical approach should demonstrate how the company will deal with urgent orders for consumables and maintenance while devices are sent for repairs.	40
Technical approach not provided	0
1% - 49% Compliance with the above requirements of the Technical approach	5
50% - 59% Compliance with the above requirements of the Technical approach	10
60% - 69% Compliance with the above requirements of the Technical approach	20
70% - 79% Compliance with the above requirements of the Technical approach	30
80% - 100% Compliance with the above requirements of the Technical approach	40

SECTION A Part 2: Evaluation Process/Criteria

Transfer of skills to NERSA's staff, to enable NERSA staff to operate the system independently from the service provider.	10
No training methodology, no skills transfer program	0
The training methodology does not include all aspects/equipment and the skills transfer program is not relevant	3
The training methodology covers all aspects/equipment, is detailed and the skills transfer program is acceptable	7
The training methodology is comprehensive and the skills transfer program is realistic	10
Experience of service provider in similar services with documentary proof: Track record of similar projects (that have been recently completed) undertaken in supplying an electronic detection solution (RFID), services provided, and consumables with contactable references (i.e. name of company, description of contract, contract amount, date of contract, contact persons and contact details).	20
No similar projects	0
▪ 1 - 3 similar projects with contactable references	5
▪ 4 - 6 similar projects with contactable references	10
▪ 7 + similar projects with contactable references	20
TOTAL FOR FUNCTIONALITY	100

All Bids that score less than 65% on functionality (65.00 points out of 100 points) will not be considered further for evaluation on Price and Functionality (preference point system).

Stage 2: Evaluation in terms of 80/20 preference point system:

- Only those bids that achieved the minimum qualifying percentage for functionality will be evaluated further in accordance with the 80/20 preference point system as follows:

Price	POINTS
<input type="checkbox"/> Relative competitiveness of proposed price. The lowest acceptable bid will score 80 points for price.	80
B-BBEE	
<input type="checkbox"/> Status Level of contribution	20
TOTAL SCORE FOR PRICE AND B-BBEE	100

The bid will usually be awarded to the service provider that scored the highest total number of points in terms of the preference point system.

TERMS OF REFERENCE (TOR)

1. PURPOSE

The National Energy Regulator (NERSA) is seeking to appoint the services of a service provider for the supply, installation and maintenance of an electronic detection solution (RFID) to use in its Knowledge Centre (Library) environment.

2. ROLE OF NERSA

NERSA is the regulatory authority established in terms of the National Energy Regulator Act, 2004 (Act No. 40 of 2004) with the mandate to undertake the functions of the Gas Regulator as set out in the Gas Act, (Act No. 48 of 2001), the Petroleum Pipelines Regulator as set out in the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) and the Electricity Regulator as set out in out in the Electricity Regulation Act, 2006 (Act No. 4 of 2006).

NERSA's Vision is:
To be a world-class leader in energy regulation

NERSA's Mission is:
To regulate the energy industry in accordance with government law and, policies, standards and International best practices in support of sustainable development

The functions of NERSA are as outlined in terms of section 4 of the Electricity Regulation Act, 2006 (Act no.4 of 2006) Section 4 of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003) and section 4 of the Gas Act, 2001 (Act No.48 of 2001).

3. BACKGROUND AND CONTEXT

The Knowledge Centre (KC) has to protect the sources (books, journals and CDs/DVDs) that it houses in Kulawula House. The system should have the ability to activate/deactivate items to facilitate the circulation of sources outside the Knowledge Centre and prevent unauthorised removal of sources from the Knowledge Centre. The system should further interface with the Library Automation System (Surpass Central – USMARC based) to facilitate stock taking by means of handheld/mobile scanners.

4. SCOPE OF WORK

The service provider is expected to provide the following equipment and perform the following tasks:

- 4.1 An RFID single detection system
- 4.2 Install the equipment and ensure that it is working to the satisfaction of NERSA by 31/03/2015
- 4.3 RFID tags for 5000 books (which includes 500 journals) and 500 CDs/DVDs (and subsequently on a request basis)
- 4.4 Provide overlay labels for the above tags with a printed message provided by NERSA on it (and subsequently on a request basis)
- 4.5 A handheld scanner to read RFID tags and do stock taking with

SECTION A Part 4: Terms of Reference

- 4.6 The necessary interface between the handheld scanner and the KC automation system (Surpass Central – US Marc based)
- 4.7 Staff workstation (i.e. hardware to activate/deactivate sources for circulation purposes)
- 4.8 Demonstrate how the system would assist in the annual stock take exercise and train Knowledge Centre staff to do this (4 members of staff)
- 4.9 Provide proactive maintenance/support for the system for a period of 36 months after the installation thereof, with response times of less than 8 working hours
- 4.10 Provide a project team to tag the existing collections and manage this project team until completion of this task (Project team to do the tagging of the existing books (\pm 4500), \pm 500 journals and CDs/DVDs (500) This team of contractors will also affix the overlay labels on these books, journals and CDs/DVDs)
- 4.11 Train the Knowledge Centre staff (4 members of staff) in the operation of all the above equipment/systems and providing for the transfer of skills to take place

5. DELIVERABLES

The service provider is required to deliver:

- a) An RFID single detection system
- b) A handheld scanner to read RFID tags and do stock taking with
- c) The necessary interface between the handheld scanner and the KC automation system (Surpass Central – US Marc based)
- d) Staff workstation (to activate/deactivate sources)
- e) RFID tags for 5000 books and journals, and 500 CDs/DVDs (and subsequently on a request basis)
- f) Overlay labels for the above tags with a printed message provided by NERSA on it (and subsequently on a request basis)
- g) Installation and training costs as per the attached Appendix A
- h) Maintenance contract for 36 months with response times of less than 8 working hours

Project team to do the take-on protect of the existing books (\pm 4500), Journals (\pm 500) and CDs/DVDs (500). This team of contractors will also affix the overlay labels on said books and CDs/DVDs.

6. COMMITMENT PERIOD

The commitment period will be for a period of 3 years from the time of signing a contract with NERSA upon successful negotiation of contract. The contract will be reviewed annually depending on performance of the appointed contractor(s).

7. INFORMATION REQUIRED IN THE PROPOSAL

Bidders are requested to provide their proposals in two parts i.e. Technical and Financial. The proposal should at the minimum include the following:

Technical Proposal

The service provider should:

SECTION A Part 4: Terms of Reference

- Provide an indication on the proposal of the lead time that would be required from award date until full services can be provided;
- Provide a task team that will do the “take-on” tagging of the existing collection (4 500 books, 500 bound journals, 500 CDs/DVDs and indicate the time required for this aspect of the project
- Provide the details of the deliverables as per paragraph 5 above.

Financial Proposal

- A financial proposal must be submitted separately in a sealed envelope which should indicate a ceiling price for completing the project during the contract period. Firm prices are preferred for three years in terms of this bid.
- All monetary amounts must be in South African Rand's and inclusive of Value Added Tax (VAT) for registered vendors;

Bidders who fail to comply with each of the following minimum requirements will be automatically disqualified from further evaluation.

- Failure to submit signed standard bid documents
- Failure to submit the company's profile
- Failure to submit the technical proposal
- Failure to submit the company's general business financial stability
- Failure to submit a list of similar projects conducted in with contactable references for each project
- Failure to complete and submit the pricing schedule in the prescribed format

8. SUBMISSION OF PROPOSALS

One (1) original plus four (4) hard copies of the bid, i.e. five documents be handed in / delivered to:

The Procurement Manager
NERSA
Kulawula House
526 Madiba Street
Arcadia, Pretoria

Prospective bidders who wish to inspect the installation site, may contact Stanley Radebe via e-mail at Stanley.Radebe@nersa.org.za to arrange for a visit not later than 02 December 2014.

9. RIGHT NOT TO APPOINT

NERSA reserves the right not to appoint a bidder and/or to cancel this bid, at its sole discretion, if it is of the opinion that the bids submitted do not meet the requirements of the bid document.

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I/we hereby undertake to render services described in the attached bidding documents to NERSA in accordance with the requirements and task directives/proposals terms of references stipulated in Bid Number **NERSA/1415/IRM/RFID/BID011** at the price/s quoted. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Proposal / filled in Terms of Reference as per my/our bid dated (date)
 - Preference certificates in terms of the Preferential Procurement Regulations, 2001
 - Declaration Certificate for Local Production and Content Designated Sector Form
 - Declaration of interest
 - Declaration of bidder's past SCM practices
 - Certificate of independent bid determination
 - Special Conditions of Contract
 - 2.2 General Conditions of Contract
 - 2.3 Other (specify)

3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.

5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number **NERSA/1415/IRM/RFID/BID011** dated For the rendering of services indicated hereunder and/or further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF/POINTS CLAIMED FOR B-BBEE
THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC DETECTION SOLUTION (RFID) TO USE IN ITS KNOWLEDGE CENTRE (LIBRARY) ENVIRONMENT.		36 months	

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION B

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO ACCEPT

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL				
1.1	Bidders must indicate a confirmation response against each paragraph in this part of Section B covering both the Special Conditions of Bid and the Special Conditions of Contract by marking the YES box or by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to this part of the bid submission. Answering questions or supplying detail by referring to other sections will not be accepted.				
1.2	Some of the confirmation blocks in this part are shaded. Choosing a response in one of the shaded blocks will deem your bid to be non-responsive in line with the instructions in this part.				
1.3	Should bidders fail to indicate a confirmation response, NERSA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid document.				
1.4	Bids not completed in this manner may be considered incomplete and rejected.				
1.5	The client shall not be liable for any expense incurred in the preparation and submission of a bid.				
2	BID SUBMISSION CONDITIONS, INSTRUCTIONS AND EVALUATION PROCESS / CRITERIA				
2.1	Submission conditions and Instructions as well as the evaluation process / criteria have been noted.				
3	SPECIAL CONDITIONS OF BID AND CONTRACT				
3.1	The Special Conditions of Bid and the Special Conditions of Contract as per Section B, part 1 of this Request for Bid must be accepted. Non-acceptance may be deemed to be non-responsive.				
4	ADDITIONAL INFORMATION REQUIREMENTS				
4.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 3 (three) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
5	VENDOR INFORMATION				
5.1	The successful bidder will be required to complete a vendor information form detailing the organisation's complete profile.				
6	FORMAT OF BIDS				
6.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented. Bidders are to set out their proposal in the format prescribed hereunder:				
6.2	Part 1: Special conditions of bid and contract				
6.2.1	Bidders must complete and return the Special Conditions of Bid and Contract.				
6.3	Part 2: SARS Tax Clearance Certificate(s)				
6.3.1	An original valid SARS Tax Clearance Certificate must accompany the proposal and must be valid at the date of closing of the bid. In case of a consortium / joint venture, or where sub-contractors are utilised, an original valid SARS Tax Clearance Certificate for each consortium / joint venture member and / or sub-contractor (individual) must be submitted. The certificate requirements page should not be returned as part of the submission.				
6.4	Part 3: Declaration of Interest				
6.4.1	Each party to the bid must complete and return the Declaration of Interest. Bids submitted without a completed and signed Declaration of Interest may be deemed to be non-responsive.				
6.5	Part 4: Declaration of bidder's past Supply Chain Management practices				
6.5.1	Each party to the bid must complete and return "Declaration of bidder's past Supply Chain Management practices". Bids submitted without a completed and signed Declaration of bidder's past Supply Chain Management practices may be deemed to be non-responsive.				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.6	Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)				
6.6.1	Bidders must complete and return the Preference Points Claim Form (Purchases).				
6.6.2	For a consortium or joint venture: <input type="checkbox"/> Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Purchases). <input type="checkbox"/> In the case of a consortium/joint venture/subcontractor, item 9.8 of the Claim Form should only be completed once for the whole consortium/joint venture.				
6.7	Part 6: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Promotion of Small Enterprises)				
6.7.1	Bidders must complete and return the Preference Points Claim Form (Promotion of Small Enterprises).				
6.7.2	For a consortium or joint venture: <input type="checkbox"/> Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Promotion of Small Enterprises).				
6.8	Part 7: Invitation to Bid				
6.8.1	Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid may be deemed to be non-responsive.				
6.9	Part 8: Technical Approach and Project Plan				
6.9.1	Bidders must, at least cover the under-mentioned in their technical approach and return as part of their submission: <input type="checkbox"/> Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.				

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
	<input type="checkbox"/> Describe how the work will be managed. Provide an organisation chart clearly indicating: <ul style="list-style-type: none"> ▪ The lines of reporting and supervision within the bidder's team ▪ The lines of reporting between the bidder and NERSA and other stakeholders, if applicable <input type="checkbox"/> <u>A detailed technical approach</u> <input type="checkbox"/> Provide <u>an all-inclusive cost as per the pricing schedule</u> with a detailed budget indicating a thorough cost breakdown of the project costs that must be submitted in a sealed envelope (If the above documentation are not attached as part of the bid document, the bidder will be automatically disqualified).				
	Bidders are to present such information in a matrix. The following is provided merely as guidance. Bidders are free to elaborate as they see fit.				

Outcome/output	Activity	Team member(s) involved (name and position)	Person days for each team member	Total person days

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.9.2	Provide a project plan of activities. In addition to providing details of the estimated number of work days for each activity, bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.				
	The project plan could for example cover the following:				

Outcome/ outputs and activities	MONTHS												Person days allocated	
	1	2	3	4	5	6	7	8	9	10	11	12		

SECTION B Part 1: Special Conditions of Bid and Contract

	SPECIAL CONDITIONS OF BID			CONFIRMATION	
		Yes	No	N/A	If no, indicate deviation
6.9.3	Please note that part 8 should be no longer than 20 single-sided A4 pages in Arial 11 (font size).				
6.10	Part 9: Team details				
6.10.1	<p>In this part that must be returned as part of the submission, bidders must provide details of the team named in the previous part.</p> <p>The bidders must provide Curriculum Vitae of the project team members, project management assigned for the 3 year contract that includes the following:</p> <ul style="list-style-type: none"> • Personal and contact details • Tertiary and other qualifications with full particulars including the date obtained and the name of the institution the qualification was obtained from • Competency of overall project team members and professional experience related to this assignments <p><input type="checkbox"/> <u>Provide a program for skills transfer to ensure transfer of skills to NERSA staff to operate the system independently from service provider</u></p> <p><input type="checkbox"/> A contingency plan when identified resources may not be available for a specific requirement at a specific time.</p>				

Name	Position in team	Current position	Years of experience	Education	Relevant specialist areas of knowledge demonstrating suitability for position

	SPECIAL CONDITIONS OF BID			CONFIRMATION	
		Yes	No	N/A	If no, indicate deviation
6.10.2	For each team member there must be:				
	<p><input type="checkbox"/> A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.</p> <p><input type="checkbox"/> The composition of the team of consultants should demonstrate commitment to Black Economic Empowerment.</p>				
6.10.3	Membership of professional bodies (Institutes or Associates)?				
	Does the company or any member of the project team have a membership with any professional bodies?				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
6.11	Part 10: Experience in this field				
6.11.1	<p>Bidders should provide in this part, and return as part the submission, at least the following information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A company background, infrastructure that includes office, branches, resources and total personnel <input type="checkbox"/> Demonstrate track record <u>in conducting similar work (RFID) with documentary proof</u> - Company's previous experience of recently completed contracts/projects with contactable references (i.e. name of institution, description of contract, value of contract, date of contract, contact persons and contact details) <input type="checkbox"/> Details of Track Record of work undertaken should focus on the evaluation criteria 				
6.12	Part 11: Samples				
6.12.1	Samples of work done are not required at this stage, and will not be welcomed.				
6.13	Part 12: Pricing Schedule				
6.13.1	<p>The bidder must take the following into consideration when completing the Pricing Schedule:</p> <ul style="list-style-type: none"> • Reference must be made to the scope of work on the Terms of Reference. • Price(s) has to be in line with the Guide on Hourly Fee Rates for Consultants as regulated by the Department of Public Service (DPSA). The Latest Consultants Fees can be downloaded from DPSA website at http://www.dpsa.gov.za/dpsa2g/documents.asp#consultants_fees 				
6.13.2	Prices are to be fixed for the entire project duration (36 Months).				
	Rates are to include for labour , consumables, overheads, profit, etc. NERSA will only accept firm prices for the duration of the contract period that must be inclusive of all costs.				
6.13.3	Non-firm prices including prices linked to Industry Price Increases or Rate of Exchange variations will not be considered, and such charges must be discounted into the bid prices.				
	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
6.13.4	To ensure that all rates include all costs deemed necessary as no additional costs will be admitted later. The tendered price must be inclusive of all costs and <u>Value Added Tax (VAT) at 14%</u> . NERSA may require breakdown of rates on any of the items priced and the bidder is to provide without any additional cost.				
6.13.5	The bidder must also return the Pricing Schedule duly completed and signed. Failure to indicate the bid price will result in the bidder's bid to be automatically disqualified.				
6.13.6	Reimbursable costs Note: No handling fee on disbursements will be considered.				
6.13.7	Bidders are required to submit a financial proposal separately in a sealed envelope which should indicate a ceiling price for completing the project				
6.14	Part 12: B-BBEE Certificate				
6.14.1	Bidders should provide a certificate regarding their B-BBEE status as part of the bid document as issued by verification agencies accredited by SANAS or registered auditors approved by IRBA. In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted.				
6.15	VETTING OF BIDDERS				
6.15.1	NERSA reserves the right to subject any bidder for a security clearance through the State Security Agency (South Africa) and if a negative security screening report is issued the services of the bidders will be terminated with immediate effect.				
6.16	LABOUR LEGISLATIVE REQUIREMENTS				
6.16.1	Proof of company registration with CIPC, UIF, COIDA, PAYE must be submitted together with bid document.				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
SPECIAL CONDITIONS OF CONTRACT		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL CONDITIONS OF CONTRACT				
1.1	<p>The General Conditions of Contract (GCC) must be accepted and will guide the contract.</p> <p>The GCC can be downloaded from the NERSA website at www.nersa.org.za or from National treasury website at http://www.treasury.gov.za</p>				
2	CONFIDENTIALITY				
2.1	<p>The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.</p> <p>Bidders shall undertake to limit the number of copies of this document.</p>				
2.2	<p>All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding NERSA or of its activities to any other organisation or individual.</p> <p>The bidders may not disclose any information, documentation, data or products to other clients without written approval of the Energy Regulator or the delegate.</p>				
2.3	<p>“Confidential information” includes any information or knowledge whatsoever relating to NERSA or any of its divisions, including but not limited to all information in whatever form (tangible or intangible), reports (whether generated by NERSA or service providers to NERSA), documentation, specifications, know-how, accounts and computer readable data relating or pertaining to the project, NERSA or any of its divisions.</p>				
3	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT				
3.1	<p>Copyright of all documentation relating to this contract belongs to the client.</p> <p>The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Energy Regulator or the delegate.</p>				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
3.2	All the intellectual property rights arising from the execution of this contract shall vest in NERSA who shall be entitled to cede and assign such to the Department of Energy and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
3.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.				
3.4	NERSA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP NERSA shall be entitled to freely cede and assign to the Department of Energy. No other document needs to be executed to give effect to this cession, assignment or transfer.				
3.5	The provisions of this clause 3 shall only apply to such IP that is created during the course and scope in terms of this contract.				
3.6	The Contractor acknowledges and agrees that each provision of clause 3 is separate, severally and separately enforceable from any other provisions of this contract.				
3.7	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.				
3.8	This clause 3 shall survive termination of this contract.				
3.9	Non-acceptance of clause 3 may deem your bid to be non-responsive.				
4	NON-COMPLIANCE WITH DELIVERY TERMS				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
4.1	As soon as it becomes known to the contractor that he / she will not be able to deliver the services within the delivery period and / or against the quoted price and / or as specified, NERSA must be given immediate written notice to this effect. NERSA reserves the right to implement remedies as provided for in the GCC.				
5	WARRANTS				
5.1	The contractor warrants that it has the capability, experience, expertise and skills necessary and is able to conclude this Agreement to the satisfaction of NERSA.				
5.2	The contractor undertakes to perform the services in a professional manner.				
5.3	Although the contractor will be entitled to provide services to persons other than NERSA, the contractor shall not without the prior written consent of NERSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide services.				
6	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
6.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .				
6.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.				
7	OBLIGATION				
7.1	The contractor shall perform all aspects of the services as more fully described in the terms of reference and shall comply with all reasonable instructions, requests and/or directions as may be issued by NERSA from time to time.				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
8	PROJECT PLAN				
8.1	The contractor shall within 2 (two) weeks after signing this contract, submit to NERSA, a draft project plan for consideration and approval.				
8.2	The approved project plan submitted in terms of clause 8.1 above shall be binding on the contractor.				
9	RETENTION				
9.1	On termination of this agreement, or at the end of the contract period, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NERSA.				
9.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
10	INDEMNITY				
10.1	The contractor hereby indemnifies and holds harmless NERSA's employees, agents or its duly authorized representatives from and against any and all claims, liabilities, losses, costs, expenses (including attorneys' fees) and damages, which NERSA may suffer and/or incur arising out of and/or resulting from wilful misconduct, negligent act or omission by the contractor in performance of the Services in terms of this agreement.				
10.2	The indemnification under this clause shall survive termination of this agreement.				
11	UNDERTAKINGS BY THE CONTRACTOR				
11.1	The contractor shall not, during the contract period or extended contract period, directly or indirectly entice away any employee of NERSA.				
12	FORCE MAJEURE				

SECTION B Part 1: Special Conditions of Bid and Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
12.1	Should the affected Party be unable to fulfil its obligations in terms of this agreement for a period of fourteen (14) days or such other reasonable period from the date of notification to the other Party of a <i>force majeure</i> , then the other Party shall be entitled to terminate this agreement forthwith if justifiable under the circumstances, by written notice to that effect to the affected Party.				
13	INDEPENDENT CONTRACTOR				
13.1	The contractor agrees and acknowledges that it is an independent contractor and that this agreement shall not be construed as creating any relationship of employment, agency, partnership or joint venture between the Parties. Accordingly the contractor has no authority to represent, act on behalf of or bind NERSA in anyway whatsoever.				
13.2	The contractor shall not issue any press release, make or publish any statement or other communication relating to, connected with or arising out of this agreement or the rendering of the Services without the prior written consent of NERSA.				
14	ASSIGNMENT				
14.1	The provisions of this agreement shall automatically transfer to and continue to exist to any legal successors of the Parties.				

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid (tender) that the taxes of the successful bidder must be in order, or that for a Tax Clearance Certificate” and submit it to any SARS branch office **satisfactory arrangements have been made with South African revenue Services (SARS) to meet the bidder’s tax obligations.**

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 “Application nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval.
3. The **original** Tax Clearance Certificate must be submitted together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **will** result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“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.

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

2.7.1 If so, furnish the following particulars:

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:
.....
.....
.....
.....
.....

SECTION B Part 3: Declaration of Interest

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**

2.7.2.1 If yes, did you attached 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.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....
.....
.....

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**

2.8.1 If so, furnish particulars:
.....
.....
.....
.....
.....

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**

2.9.1 If so, furnish particulars.
.....
.....
.....

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**

2.10.1 If so, furnish particulars.
.....
.....
.....

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**

2.11.1 If so, furnish particulars:
.....
.....
.....
.....
.....

SECTION B Part 3: Declaration of Interest

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number	Youth Ownership %	Black Ownership %	Women Ownership %
TOTAL OWNERSHIP PERCENTAGE				%	%	%

Please provide a separate annexure to provide full details of the list of directors / trustees / members / shareholders. In case of trustees, joint venture, consortium and sub-contractor the details of ownership of the company should be provided with the bid document.

SECTION B Part 3: Declaration of Interest

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

SECTION B Part 4: Declaration Of Bidder's past SCM Practices

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
- a. abused NERSA's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	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)? To access the Register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	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 <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	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 <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to be below **R1 000 000.00** (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“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;
- 2.4 **“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, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;

- 2.15** “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;
- 2.16 “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;
- 2.17 “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; and
- 2.18 “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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an Unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 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 to execute the sub-contract.

5.8 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.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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 (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of
company/firm
:

9.2 VAT registration number :

9.3 Company registration number
.....
:

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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 indicated in paragraph 7 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 in paragraph 7, 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;

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

- (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.

WITNESSES:

1.

..... SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“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;
 - 2.5. **“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).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“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.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.dti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

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

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

SECTION B Part 5: Preference Points Claim Form (Purchases) and Declaration Certificate for Local Production and Content for Designated Sectors Form

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

STIPULATED MINIMUM THRESHOLD LOCAL CONTENT

Designated Sector	Stipulated minimum threshold
Textile, Clothing, Leather and Footwear	100%
Top set, top boxes	30%
Electrical and Telecom cables:	90%
Electrical cables used for power transmission	
Low Voltage	90%
Low cost reticulation	90%
Medium & High voltage	90%
ACR	90%
Telecom cables used for telecommunication:	
Optical Fibre cables	90%
Copper Telecom cables	90%
Office Furniture:	85%
Melamine office desk with drawers	70%
Office desk (drawers) with timber top on steel frame	90%
Office desk (drawers) with supawood (MDF) top on steel frame	90%
Melamine/Paper foil office desk with drawers	70%
Stacker upholstered chair – 4 legged without arms	100%
Stacker upholstered chair – sleigh base with arms	70%
High back upholstered chair with arms on 5 star base	65%
Steel stationery cupboard	100%
Steel drawer(s) filing cabinet	100%
Wood stationery cupboard	100%
Wood drawer(s) filing cabinet	100%

INVITATION TO BID**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NERSA**

BID NUMBER	NERSA/1415/IRM/RFID/BID011	CLOSING DATE	11 DECEMBER 2014	CLOSING TIME	11:00
DESCRIPTION	THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC DETECTION SOLUTION (RFID) TO USE IN ITS KNOWLEDGE CENTRE (LIBRARY) ENVIRONMENT.				
VALIDITY	Offer to be valid for 90 (11 MARCH 2015) days from the closing date of the bid (11 DECEMBER 2014).				

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MAY BE:

DEPOSITED IN THE BID/TENDER BOX SITUATED AT
(Street address)

**NERSA, Kulawula House, 526 Madiba
(Vermeulen) Street, Arcadia, Pretoria**

OR

* POSTED TO:

**The Procurement Manager, NERSA, PO Box
40343, Arcadia, 0007, South Africa**

OR

HANDED IN AT RECEPTION SITUATED AT
(Street address)

**NERSA, Kulawula House, 526 Madiba
(Vermeulen) Street, Arcadia, Pretoria, prior to
the official closure time and the bidder must
obtain a receipt, indicating the time of
delivery, from the receptionist.**

No faxed or e-mailed bids will be accepted

Bidders should ensure that bids are delivered to NERSA before the closing date and time to the correct physical address.

If the bid is late, it will not be accepted for consideration.

*** Refer to Paragraph 6 of the "Special Conditions of Bid and Contract: Portion 1".**

- Bids can be delivered and deposited into the bid / tender box between 08:00 and 16:30, Mondays to Thursdays and 08:00 to 16:00 on Fridays, prior to the closing date, and between 08:30 and 11:00 on the closing date.
- All bids must be submitted on the official forms (not to be re-typed).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Bids submitted that do not comply with the following may not be considered for evaluation:
 - A bid that is not in the format prescribed.
 - A bid without some or all of the required documents.
 - Pricing schedules not in the required format.
 - Bids without the required number of copies.
- Any queries regarding bidding procedures and technical information may be directed to:
 - Name: Stanley Radebe / Tebogo Williams
 - Tel.: 012 401 4795 / 012 401 4696
 - Fax: 012 401 4700
 - e-Mail: Stanley.Radebe@nersa.org.za or Tebogo.Williams@nersa.org.za

SECTION B Part 6: Invitation to Bid

**All bidders must furnish the following particulars and include it in their submission
(Failure to do so may result in your bid being disqualified)**

Name of bidder: _____

Entity name _____

VAT registration number _____

Tax Clearance Certificate submitted **YES / NO**

Company registration number _____

Income tax reference number _____

Company PAYE number _____

Company UIF number _____

Skills Development Levy registration number _____

Postal address: _____

Street address: _____

Telephone number: Code _____ Number _____

Cellular number: _____

Facsimile number: Code _____ Number _____

e-Mail address: _____

In case of a consortium/joint venture, full details on consortium/joint venture members:

Entity name _____	VAT registration number _____	Tax Clearance Certificate submitted <u> YES / NO </u>
Entity name _____	VAT registration number _____	Tax Clearance Certificate submitted <u> YES / NO </u>
Entity name _____	VAT registration number _____	Tax Clearance Certificate submitted <u> YES / NO </u>

Name of contracting entity in case of a consortium/joint venture

Entity name: _____

Postal address: _____

Street address: _____

SECTION B Part 6: Invitation to Bid

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname _____

Telephone number: Code _____ Number _____

Cellular number: _____

Facsimile number: Code _____ Number _____

e-Mail address: _____

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname _____

Telephone number: Code _____ Number _____

Cellular number: _____

Facsimile number: Code _____ Number _____

e-Mail address: _____

Domicilium

NERSA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

NERSA, Kulawula House, 526 Madiba (Vermeulen) Street, Arcadia, Pretoria,

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder:

Date:

Are you duly authorised to commit the bidder: YES / NO

Capacity under which this bid is signed

TECHNICAL APPROACH AND PROJECT PLAN

Submit your Technical Approach and detailed Project Plan as part of your bid.

See Section B, part 1, paragraph 6.9.

EXPERIENCE IN THIS FIELD

Submit your experience as part of your bid.

See Section B, part 1, paragraph 6.11.

SECTION B Part 9: Team Details (CV Template Guideline)

CV TEMPLATE GUIDELINE

Proposed role in the project:

- 1. **Family name**
- 2. **First name:**
- 3. **Date of birth:**
- 4. **Nationality**
- 5. **Education**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained

6. **Membership of professional bodies**

.....

.....

7. **Other skills (e.g. computer literacy, etc.)**

.....

.....

8. **Present position:**

9. **Years within the organisation:**

10. **Key qualifications (relevant to the project)**

.....

.....

.....

.....

11. **Professional experience**

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties	

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties	

12. **Other relevant information (e.g. Publications)**

SECTION B Part 10: Pricing Schedule

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

OFFER TO BE VALID FOR 90 (11 MARCH 2015) DAYS FROM THE CLOSING DATE OF BID: 11 DECEMBER 2014

BID DESCRIPTION: **THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC DETECTION SOLUTION (RFID) TO USE IN ITS KNOWLEDGE CENTRE (LIBRARY) ENVIRONMENT.**

PAR NO DESCRIPTION

- 1 The accompanying information must be used for the formulation of proposals.
- 2 Bidders are required to indicate a ceiling bid price for the provision of an electronic detection solution as follows.

Item	Cost in Rand (ZAR) Year 1	Cost in Rand (ZAR) Year 2	Cost in Rand (ZAR) Year 3
Equipment (list items separately)	R.....		
Installation cost	R.....		
Training (initial – 4 staff members)	R.....		
Take-on project (labelling of existing collections)	R.....		
Maintenance Contract	R.....	R.....	R.....
Call out rate (for support/maintenance)	R.....	R.....	R.....
Refresher trainer (per staff member)		R.....	R.....
Consumables (RFID tags and overlay tags) after installation), list items	R.....	R.....	R.....
Total	R.....		

SECTION B Part 10: Pricing Schedule

- 3 NERSA will only accept **firm prices** for the whole duration of the contract period in terms of this bid.
Non-firm prices will not be considered (prices linked to industry price increase or rates of exchange) and such charges must be discounted into the bid price.
- 4 Are the rates quoted firm for the full period of the contract? (NERSA only prefers firm Prices) **YES/NO**
- 5 Are the rates quoted regulated by any professional body (Institutes or Associates)? **YES/NO**
- 6 Are the rates in line with the Guide on Hourly Fee Rates for Consultants as regulated by the Dept. of Public Service (DPSA)? **YES/NO**
- 7 **BIDDERS ARE REQUIRED TO SUBMIT A FINANCIAL PROPOSAL SEPARATELY IN A SEALED ENVELOPE. THIS PRICING SCHEDULE SHOULD ALSO BE INCLUDED IN THE SEALED ENVELOPE. THE FINANCIAL PROPOSAL SHOULD INCLUDE A COST BREAKDOWN TO WHICH THE PROJECT COSTS WILL BE EXECUTED WITH A COSTS BREAKDOWN.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

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.
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.

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.

SECTION B Part 11: Certificate of independence

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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