

INVITATION TO BID

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN X-RAY DIFFRACTOMETER WITH A 5-YEAR SERVICE PLAN FOR THE MATERIALS RESEARCH DEPARTMENT AT ITHEMBA LABS, CAPE TOWN.

Bidder Name:	
Bid Number:	NRF/ILABS MRD/21/2025-26
Compulsory Clarification Meeting	A virtual compulsory clarification meeting will take place on the 10th November 2025 . Kindly RSVP / email scm1@tlabs.ac.za in order to be registered to attend the virtual meeting that will be scheduled. No bidder will be accepted into the meeting after the specified meeting time.
Closing Date	28 November 2025
Closing Time:	11:00 am
Bid Box Address	Tender Box, Main Security Gate, iThemba LABS, Old Faure Road, Faure Western Cape, 7131, South Africa GPS coordinates: 34.025°S 18.716°E Dimensions of tender box opening: 300 mm x 20 mm Bids must be deposited to the tender box / submitted to E-Submission / emailed to scm1@tlabs.ac.za . Faxed bids will not be accepted.
E-submission	e-Tenders e-submission platform: This link helps for e-submission: https://www.youtube.com/watch?v=x9DDXBTUOAw
Envelope Addressing	On the face of each envelope, the Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address mail.

Bidding procedure and technical information queries are directed in writing to:

Section	Supply Chain Management
Contact person	SCM Team
E-mail address	scm1@tlabs.ac.za

Fraud alert! It is common for scammers to call bidders pretending to be NRF's employees and offering to swing tenders your way for a fee. **DO NOT FALL FOR IT, IT IS A SCAM!** The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

TABLE OF CONTENTS

INTRODUCTION 3

INTRODUCTION TO THE NRF	3
INTRODUCTION TO THE Ithemba Labs Business Unit	3
CONTEXT OF THIS PROCUREMENT NEED	3

PART A – CONTRACT 4

DETAILED SPECIFICATIONS	4
MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT	8
CONTRACT PERIOD	8
SPECIAL CONDITIONS OF CONTRACT MANAGEMENT	8
PERFORMANCE LEVEL (General Condition of Contract Clause No: 22)	11
STATEMENT OF PERFORMANCE LEVELS	11
EVALUATION PROCESS	11
RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION	12
RETURNABLE DOCUMENTS CHECKLIST FOR PRICE COMPETITION	13
BIDDER NEEDS TO KNOW	13
GENERAL CONDITIONS OF CONTRACT	16

PART B - PRICING 30

SBD 3.2	30
SBD 3.2 PRICING SCHEDULE (NON-FIRM PRICES)	31

PART C - RETURNS 33

INVITATION TO BID (SBD 1)	33
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	33
SUPPLIER INFORMATION	35
BID SUBMISSION	36
TAX COMPLIANCE REQUIREMENTS	36
STANDARD BIDDING DOCUMENT (SBD) 4	38
STANDARD BIDDING DOCUMENT (SBD) 6.1	41
REFERENCE LETTER FORMAT FOR BIDDER	46
BID SIGNATURE (SBD 1)	47

INTRODUCTION

INTRODUCTION TO THE NRF

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act as amended, Act 19 of 2018 that will contract with the awarded bidder.

The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

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

INTRODUCTION TO THE ITHEMBA LABS BUSINESS UNIT

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and Applied Nuclear Physics Research using Particle Beams
- Research Radiation Biophysics
- The supply of Accelerator-produced Radioactive Isotopes for Nuclear Medicine and Research
- Materials Research

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

CONTEXT OF THIS PROCUREMENT NEED

The iThemba Laboratory for Accelerator-Based Sciences (iThemba LABS) is business unit of the National Research Foundation (NRF) based in Faure, Western Cape.

The introduction of a cutting edge XRD diffractometer is designed to boost research productivity by providing a wide range of new applications for structural analysis. These innovative characterization methods will greatly advance our understanding of material properties. The X-ray diffraction Lab has, over the past 20 years, built a large user database providing scientific and technical expertise to a large number of academic Institutions across the country.

The X-ray diffractometer will be mainly used for high-throughput and high-resolution studies of polycrystalline powder samples. In addition, it must be capable to do non-ambient studies of the samples at elevated temperatures, XRR and GID of thin film samples, SAXS, 2D-SAXS/WAXS in transmission as well as in reflection geometry, X-ray diffraction studies of non-uniform or non-homogeneous samples (mapping, point focus measurements).

PART A – CONTRACT

DETAILED SPECIFICATIONS

iThemba LABS seeks to appoint a service provider to Supply, Deliver, Install, Commission and include a 5-year service plan of an X-Ray Diffractometer for The Materials Research Department at iThemba LABS, Cape Town.

Technical requirements:

Infrastructure:

The new X-ray diffractometer will be located on the ground floor in the XRD Lab of the Materials Research Department building. The XRD Lab is equipped with air-conditioning, it has a 35 kVA UPS and the mains for the instrument are 3-phase. The current chiller is located at the back of the building, some 10m away from the instrument.



The bidder must also provide

- a water chiller for the X-ray generator and source that meets all the requirements specified by the manufacturer of diffractometer.

The bidder is requested to submit a detailed design of the proposed solution plan.

The diffractometer:

The diffractometer must be supplied with all parts (also not explicitly mentioned) that are required for its full functionality and capability to perform all mentioned types of measurements. Changing of the diffractometer configuration for different types of measurements must be done by user within max. 1 hour (to be proved during acceptance), without the need to involve service engineers.

The diffractometer must include following components:

- Vertical Theta-Theta high-resolution goniometer to ensure horizontal position of the sample for X-ray diffraction studies of powder samples (measurements in reflection in Bragg-Brentano geometry, measurements in transmission between foils), also with sample changer and non-ambient attachment.
- Rotating Anode X-ray source with Cu anode material and min power of 9 kW.
- Spare Cu rotating anode target (2 targets in total) must be provided.
- Ni filter to suppress Cu Kbeta radiation.
- Motorized divergence and scattering/receiving slits.
- Cu Kalpha1 Ge (111) Johansson monochromator that can be installed and removed by the user. The Installation process must be easy and must exclude the necessity to mount/dismount the X-ray source from its track. The Johansson monochromator must be compatible (work together) with all other optical components, including multilayer mirrors.
- Multilayer parabolic mirror (to form parallel X-ray beam)
- Incident and receiving Soller slits with angular resolution 2.5° (or similar).
- Parallel slit analyzer with angular resolution 0.5° (or similar).
- Optical component (knife edge collimator or equivalent) to protect the detector from scattered radiation.
- 2-dimensional photon counting silicon pixel X-ray detector able to work in 0D, 1D, and 2D mode. Active area of the detector must be 2900 mm² or larger. It must be possible to change orientation of the detector between horizontal and vertical.
- Motorized platform to move (align) all sample stages and sample holders in vertical (Z) direction.
- Motorized X-Y sample translation stage
- Motorized sample stage to align the sample tilt in two orthogonal directions for X-ray reflectometry and grazing incidence diffraction.
- Set of collimators for small spot and mapping measurements (at least two) with the diameter 50 µm and 100 µm (or similar).

- Sample observation camera with the capability to align the height position of the sample with non-even surface.
- Automatic sample changer for measurements in reflection and transmission geometry with sample spinning function. A set of sample holders for reflection and transmission measurements must be included and match the number of sample positions.
- Sample holders for bulk samples and wafers able to accommodate the samples with the thickness 0-20 mm.
- Capillary sample holder with sample spinning function able to work with capillaries having the diameter 0.5 mm.
- Optics, sample stage (attachment), and sample holder for 1D SAXS measurements. Must include vacuum path for scattered X-rays, if available.
- Optics, sample stage (attachment), and sample holders for transmission 2D SAXS and 2D WAXS measurements. Must include vacuum path for scattered X-rays.
- Optics, sample stage (attachment) for reflection (grazing incidence) 2D SAXS and 2D WAXS measurements.
- High-temperature chamber HTK 1200N or equivalent for in-situ X-ray diffraction in high vacuum, air, and different inert atmospheres with environmental heater, sample spinning function, and temperature range RT to 1200 °C or wider. The chamber must be controllable from the diffractometer software.
- Ag-Behenate SAXS standard
- LaB6 standard (Lanthanum Hexaboride)

Supporting Computer, Software & Licenses:

- A high-performance computer with dual display support for diffractometer control, data collection and data processing must be provided by the supplier.
- HP Elite Tower 800 G9 (or equivalent)
Intel® Core™ i7-13700 Processor (30M Cache, up to 5.2GHz)
32GB DDR5-4800 (1x32GB) - 4 SLOTS / MAX 128 GB
1TB M.2 2280 PCIe NVMe

Intel® UHD Graphics 770

Windows® 11 Pro x64

Integrated Intel® I219LM Gigabit Network + Intel® Wi-Fi 6E AX211 ax 2x2 + Bluetooth 5.2

- At least four (permanent) user licenses for each type of the next data analysis software:
 - Data Acquisition,
 - Qualitative phase analysis,
 - Quantitative phase analysis,
 - Lattice parameter refinement,
 - Rietveld analysis,
 - X-ray reflectometry analysis,
 - SAXS data analysis
 - Cluster analysis

Service and Maintenance Plan

- The bidder must provide a dated letter from the manufacturer of the proposed equipment, authorizing the bidder to sell, install and maintain the equipment.
- The bid must, besides the instrument cost and a 5-year service and maintenance plan, be inclusive of all expenses related to transport (DAP terms), customs duties, travel insurance, installation and VAT.
- The bidder to provide a list of proposed spare parts for the instrument with pricing, for future use purposes.
- This costing sheet relating to the spare parts should not form part of the bid price of the instrument.

Site visit

- Before the purchasing contract is signed with the winning bidder, the representative of iThemba will visit the demo facilities of the Bidder to prove the characteristics, capabilities and compliance of the equipment to be supplied with the tender requirements.
- A factory test report is required to be presented upon delivery of the instrument.

Commissioning

- Commissioning report should be provided and signed off by the project leader.
- Post-installation on-site training for the operators of the instrument.

MANDATORY QUALIFICATION TO EXECUTE THE CONTRACT

1. The bidder provides the following as proof of being able to execute the contract to the contract terms:

- 1.1. Bidders must provide a minimum of three (3) contactable references, signed and dated in English language, where they have supplied the same type of equipment. Bidders may use the reference template on page 46. Alternatively, bidders may submit reference letters on official letterheads of referees, signed and dated in English language.
- 1.2. Bidders must submit manufacturers datasheets or specification sheets showing detailed specification that meets the stipulated specifications in this document.
- 1.3. The bidder must submit a dated letter from the manufacturer of the proposed equipment, authorizing the bidder to sell, install and maintain the equipment.
- 1.4. Bidder must submit a Curriculum Vitae (CV) of key personnel, reflecting the service record for maintenance and servicing this equipment.

CONTRACT PERIOD

The contract is defined once-off supply, deliver, install, commission with a 5-year service & maintenance plan (commences once the instrument has been commissioned). The contract commences from the date of fully signed SBD 7.1

SPECIAL CONDITIONS OF CONTRACT MANAGEMENT

Special conditions amending specific clauses of the general conditions of contract reference the specific clause in the title The General Conditions forming part of these special conditions and conditions of contract are those stated from page 8.

Project Management

iThemba LABS

The Materials Research Department of iThemba Labs Cape Town is responsible for this Tender and subsequent contract.

Incidental Services to the subject matter of this contract (General Condition of Contract Clause No: 13)

In the event of requiring such incidental services, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.

Performance Verification (General Condition of Contract Clause No: 8)

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

1. The appointed bidder to supply, deliver, install and commission an X-Ray Diffractometer, meeting the specifications under this contract.
2. Both parties agree on quantity, unit cost, and total value on the same signed document.

Contract Due Diligence during the contract period

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

Communication (General Condition of Contract Clause No: 31)

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

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

An acceptable financial performance bond is required where iThemba LABS pays an upfront deposit in excess of R 1 million to the same value as any such upfront deposit. No other performance security is required.

Packing (General Condition of Contract Clause No: 9)

Components (where applicable) must be packaged such that they prevent damage during transportation and storage.

Payment (General Condition of Contract Clause No: 16)

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

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

Prices (General Condition of Contract Clause No: 17)

The price schedule for the bid under the contract shall not vary from the prices quoted by the service provider in their bid with iThemba LABS with the exception of any price adjustments authorized in this section.

- | | |
|----|--|
| 1. | Exceptions: Exceptions to the clause are incidental services, changes in Value Added Tax as gazetted, and exchange rates. |
| 2. | Price Adjustment Rules: Price adjustments and their corresponding rules for the managing of price risks |

	on the basis of the iThemba LABS and the appointed bidder sharing the risk equally. <u>Additional Services</u> – iThemba LABS may require, as determined by future operational requirements, additional services. iThemba LABS, in such event, will notify the appointed bidder of such requirements. The appointed bidder provides revised pricing detailing reasons for price variations substantiated by evidence such as manufactured country's inflation rates, technology refresh rate impacts, verifiable consumer price variations, and verified movement in exchange rates. iThemba LABS enters in negotiation on the submitted price quotation and variation reasons. iThemba LABS reserves the right to obtain three price quotes from the market to verify the submitted pricing are within such identified market price ranges. <u>Exchange rate prices</u> – Where the supplied requirements are from overseas, the appointed bidder will state the portion and currency payable overseas separating local costs. iThemba LABS will only consider exchange rate variations on the identified foreign price component. The rate variation is the difference between the current exchange rate and the exchange rate ruling at the date of signing the SBD 7.1. Exchange rates are obtained from ABSA or for the www.xe.com website. iThemba LABS will verify the submitted exchange rate variation and enter into negotiation with the appointed bidder on the agreed variation.
3.	<u>Ceiling Price Calculation for price competition:</u> iThemba LABS provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
4.	<u>Commitment to Appointed Services Provider:</u> iThemba LABS, through the signed contract, guarantees its procurement of service from the appointed party only where the appointed party meets or exceeds the contractual performance levels.
5.	<u>Contract Price Management in terms of the Contract:</u> iThemba LABS issues written purchase orders authorising the work as required in this contract as addendums to the contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with this contract. iThemba LABS, when issuing the written purchase order, guarantees that the funding is available for the value of that purchase order.
6.	<u>Contract Price:</u> The cumulative value of all purchase orders issued and paid for is the total value of this signed contract at its expiry/completion date.
<u>Termination for Default (General Condition of Contract Clause No: 23)</u> In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.	

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

If the appointed bidder fails to meet any performance level:

- a) Both iThemba LABS and the appointed bidder shall jointly investigate and report on the root causes of the performance level failure;
- b) Promptly correct the failure and begin meeting the set performance levels;
- c) Advise iThemba LABS as to the extent requested by iThemba LABS of the status of remedial efforts being undertaken with respect to such performance level failure; and
- d) Take preventive measures to prevent the recurrence of the performance level failure.
- e) In the event of the non-performance as per the agreed contract, iThemba LABS will appoint an alternative provider at the cost of the appointed bidder. The defaulting appointed bidder is obliged to settle the damages/additional costs that iThemba LABS has incurred as result of the non-performance of the appointed bidder.

STATEMENT OF PERFORMANCE LEVELS

Performance being Measured	Measurement Methodology	Penalty and Trigger Level
Delivery of the specified services	Both iThemba LABS and bidder jointly check and confirm specifications are met	Penalty – GCC 22 in the general clause section
Timeous delivery as per delivery plan	Should delivery exceed two (2) weeks, penalties to be imposed.	Penalty – GCC 22 in the general clause section

EVALUATION PROCESS

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

Administrative stage (One): (CSD registered/SBD's//Returnable document list/datasheet) Compliance with administrative and evaluation requirements as stated in Part A especially Mandatory Qualification To Execute The Contract on page 12. All bidders that fail to meet these requirements are disqualified

Technical stage (Two): Compliant bidders will be evaluated based on the technical compliance in Part A especially Mandatory Qualification To Execute The Contract on page 8. This stage may consist of multiple sub-stages as set out in Part A especially Mandatory Qualification To Execute The Contract on page 8. All bidders that fail to meet the technical minimum are disqualified from further evaluation.

Scoring stage (Three): Points are scored on the basis of Price as indicated on SBD 6.1 in accordance with the PPPFA 2000 and its 2022 Regulations.

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>			
(M – Mandatory); (O – Optional)	SUBMITTED MEETS REQUIREMENTS	and	Bid Section Reference	Reference to Bidder's document
<u>for</u>				
Procurement Invitation (SBD 1), signed and completed.	M	☐ Yes ☐ No	Page 33	
Bidder's Disclosure (SBD 4), signed and completed	M	☐ Yes ☐ No	Page 38	
Preference Points Claimed (SBD 6.1), signed and completed with B-BBEE certificate or sworn affidavit.	O	☐ Yes ☐ No	Page 41	
A resolution granting authority to sign documents on behalf of the company to the signatory on every document in the tender bid where required (If documents completed and signed by the Owner/Partner/Managing Director, Resolution not needed from the bidder)	M	☐ Yes ☐ No		
<u>Bidder Support Due Diligence Eligibility</u>				
Bidders must submit manufacturers datasheets or specification sheets showing detailed specification that meets the stipulated specifications in this document.	M	☐ Yes ☐ No	Page 8	
The bidder must submit a dated letter from the manufacturer of the proposed equipment, authorizing the bidder to sell, install and maintain the equipment.	M	☐ Yes ☐ No	Page 8	
Bidders must provide a minimum of three (3) contactable references, signed and dated in English language, where they have supplied the same type of equipment. Bidders may use the reference template on page 46. Alternatively, bidders may submit reference letters on official letterheads of referees, signed and dated in English language.	M	☐ Yes ☐ No	Page 8	

RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION

<u>Returnable Documents</u>	<u>Specification</u>		
(M – Mandatory); (O – Optional)	SUBMITTED and MEETS REQUIREMENTS	Bid Section Reference	Reference to Bidder's document
Bidder must submit a Curriculum Vitae (CV) of key personnel, reflecting the service record for maintenance and servicing this equipment.	M ☐ Yes ☐ No	Page 8	

Pricing Competition Documents

RETURNABLE DOCUMENTS CHECKLIST FOR PRICE COMPETITION

(M – Mandatory); (O – Optional)	Submitted	Bid Section Reference	Reference to Bidder's document
Pricing (SBD 3.2) in the format provided in this document (separate envelope)	M ☐ Yes ☐ No	Page 30	

BIDDER NEEDS TO KNOW

ACKNOWLEDGEMENT OF READING EACH PAGE

The bidder warrants by signature in this document that the bidder has read and accepts each page in this document including any annexures attached to this document.

CENTRAL SUPPLIER DATABASE REGISTRATION

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

CLARIFICATION

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The National Research Foundation distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register)

within 2 working days of receipt of the query. The National Research Foundation does not provide the origin of the request to any party.
RESPONSE PREPARATION COSTS
The NRF is not liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
COUNTER PROPOSALS
No counter proposals are accepted as this is a request for quotation of supplies.
TWO ENVELOPE SYSTEM
The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase. a) All responses must be submitted in two sealed envelopes/boxes/electronic submission; the first envelop/box / electronic submission shall have the technical, and the second envelop/box / electronic shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box / electronic submission. Electronic / or unsealed submission will be automatically disqualified. b) Bidders are required to package their response/Bid as follows: • Envelope 1-part A : Bid Forms and Compliance Response • Envelope 1-part B : Technical Response (response to scope of work) • Envelope 2 : Financial Proposal and Bid Submission Form
COLLUSION, FRAUD AND CORRUPTION
Any effort by Bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
FRONTING
The NRF supports the spirit of broad based black economic empowerment and recognizes that achieving real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. The onus is on the bidder to prove that fronting does not exist, should the National Research Foundation establish and notify the bidder of potential breaches. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the NRF may have against the bidder concerned.

DISCLAIMERS

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

GENERAL DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7.1 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundations;

“EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“Market Price” means tests to verify the offered prices are market related to the NRF in allowing the bidder to complete the work without risk of performance failure to the NRF and that the price provides the sustainability to the bidder.

“Functionality” means the ability of a bidder to provide goods or services in accordance with specifications including quality that deliver the set levels of performance functionality as set out in the bid documents.

“Proof of B-BBEE status level of contributor” means:

- a. B-BBEE Status level certificate issued by an authorized body or person;
- b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- c. Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

Checking Tax Compliance

iThemba LABS verifies tax status as set out in the SBD 1 through the CSD and, for non-resident respondents, obtains the Confirmation of Tax Obligations letter from the South Africa Revenue Services after submitting their SBD 1 tax questionnaire to South Africa Revenue Services.

Award and Contract Signing

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

Cancellation of the Bid prior to Award

The NRF cancels the Bid Invitation prior to making an award where

- a. Due to changed circumstances there is no need for the specified procurement in the document, or
- b. No bids meet the minimum required specification, or
- c. A material irregularity occurred in the bid process, or
- d. Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

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

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”.

The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation therefore appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions in the Special Condition of Contract Section in above in Part A.

GCC1	Definitions - The following terms shall be interpreted as indicated:
1.1	“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2	“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

GENERAL CONDITIONS OF CONTRACT

1.5	"Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.

GENERAL CONDITIONS OF CONTRACT	
1.20	“Project site” , where applicable, means the place indicated in bidding documents.
1.21	“Purchaser” means the organization purchasing the goods.
1.22	“Republic” means the Republic of South Africa.
1.23	“SCC” means the Special Conditions of Contract.
1.24	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	Application
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	General
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	Use of contract documents and information
5.1	The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of

GENERAL CONDITIONS OF CONTRACT

	the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property Intellectual property are creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others). Background intellectual property is the intellectual property pertaining to this contract, created, and owned by any of the appointed parties to this contract prior to the effective date of this contract. Contract intellectual property is the intellectual property created by the parties to this contract for and in the execution of the contract. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the appointed parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract. The supplier/ grants the purchaser a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the purchaser to obtain the full benefit of the appointed deliverables for this contract. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the purchaser unless where agreed in writing to a different allocation of the ownership of the contract intellectual property as set out in the below special condition (SCC 5B). Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document. The supplier agrees to assist the purchaser in obtaining statutory protection for the contract intellectual property at the expense of the purchaser wherever the purchaser may choose to obtain such statutory protection. The purchaser shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the National Research Foundation or as the National Research Foundation may direct, and to support the National Research Foundation or its nominee, in the prosecution and enforcement thereof in any country in the world. The purchaser irrevocably appoints the National Research Foundation to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the National Research Foundation in its discretion requires in order to give effect to the terms of this clause.

GENERAL CONDITIONS OF CONTRACT

SCC5B

Confidentiality

Each party shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during the consistency of the Contract and after termination of the Contract. Without the prior consent of the other party, each party will keep confidential and will not :

- a. Disclose the confidential information, directly or indirectly, to any person or entity,
- b. Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- c. Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The parties shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information abide by the undertakings in this clause both during the term of their associations with the recipient and after termination of their respective associations with the parties, not to

- a. Disclose the confidential information to any third party, or
- b. Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- c. The parties shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the parties are able to prove:

- a. Was independently developed or in the possession of the recipient of the confidentiality information prior to its involvement with the other part;
- b. Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties ;
- c. Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the other party, or
- d. Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the other party of such requirement prior to any disclosure.

Each party shall within one (1) month of receipt of a written request from the NRF to do so, return to the other party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- a. All written disclosures;
- b. All written transcripts of confidential information disclosed verbally; and
- c. All material embodiments of the contract intellectual property.

The parties acknowledge that the confidential information was made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have

GENERAL CONDITIONS OF CONTRACT

	been made available, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Protection of Private Information The supplier hereby gives the purchaser permission, in terms of the Protection of Personal Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the supplier gives its voluntary explicit consent to the terms of this special condition.
GCC6	Patent rights
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
SCC7	The additional terms for performance securities as detailed in Special Conditions Of Contract Management on page 8 are applicable.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during

GENERAL CONDITIONS OF CONTRACT

	production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
SCC8	Additional inspection procedures as detailed in Special Conditions Of Contract Management on page 8 are applicable.
GCC9	Packing
9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
SCC9	Additional packing requirements as detailed in Special Conditions Of Contract Management on page 8 are applicable.
GCC10	Delivery and Documentation

GENERAL CONDITIONS OF CONTRACT

10.1	The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.
10.2	Documents submitted by the supplier specified in SCC.
SCC10	Additional delivery documentation requirements as detailed in Special Conditions Of Contract Management on page 8 are applicable.
GCC11	Insurance
11.1	The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC11	Professional indemnity insurance cover in accordance with Special Conditions Of Contract Management on page 8 is required.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	Spare parts
14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time

GENERAL CONDITIONS OF CONTRACT

	to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC15	The additional warranty requirements as detailed in Special Conditions Of Contract Management on page 8 is applicable.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC16	Additional payment terms as detailed in Special Conditions Of Contract Management on page 8 are applicable.

GENERAL CONDITIONS OF CONTRACT

GCC17	Prices
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
SCC20	The requirements of sub-contractor management as detailed in Special Conditions Of Contract Management on page 8 are applicable.
GCC21	Delays in supplier's performance
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may

GENERAL CONDITIONS OF CONTRACT	
	be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	Penalties
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	Termination for default
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. h
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

GENERAL CONDITIONS OF CONTRACT

23.6	If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1 The name and address of the supplier and / or person restricted by the purchaser; 23.6.2 The date of commencement of the restriction 23.6.3 The period of restriction; and 23.6.4 The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
SCC23	The additional terms of termination as detailed in Special Conditions Of Contract Management on page 8 applicable.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency

GENERAL CONDITIONS OF CONTRACT

26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified

GENERAL CONDITIONS OF CONTRACT

	mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
SCC31	Electronic communication, to the extent it meets the requirements of legal notices, is also permitted.
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
SCC32A	The "tax certificate" in clause 32.3's second sentence refers to the documents specified in National Treasury Instruction Note 9 of 2017/18 applicable to public entities and departments.
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART B - PRICING

Submit pricing in separate envelope (stand-alone)

SBD 3.2

1.	<u>Price Quotation Basis:</u> Unit prices are fully inclusive of all applicable taxes, less all unconditional discounts, and all costs to deliver the services and/or goods to the specified iThemba LABS price delivery point in terms of General Conditions of contract clauses 12, 32.1 and 32.2. <u>Delivery Address:</u> iThemba LABS, Old Faure Road, Faure, Western Cape, South Africa, 7131
2.	<u>Calculating the Bid Price:</u> iThemba LABS provides bidding quantities below to bidders for calculating their bid price that allows for a fair and equal comparison equitable to all bidders for price competition and contract award selection.
3.	<u>Price Adjustment Rules:</u> The rules for allowable price adjustments as stipulated in section SPECIAL CONDITIONS OF CONTRACT MANAGEMENT on page 8 are applicable.
4.	<u>Application of Preference Points:</u> Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

SBD 3.2 PRICING SCHEDULE (NON-FIRM PRICES)

No.	QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL
1	1	X-Ray Diffractometer Instrument, chiller and computer to include 1-year warranty	Each		
2	1	Chiller	Each		
3	1	Computer	Each		
4	1	Delivery Cost	Once off		
5	1	On-site training	Training		
6	4	Software licencing – permanent	Each		
7.	5	5-Year Service and Maintenance Plan – Year1	Each		
7.1		Year 2	Each		
7.2		Year 3	Each		
7.3		Year 4	Each		
7.4		Year 5	Each		
		Subtotal			
		VAT@15%			
TOTAL BID PRICE INCLUSIVE OF VAT AND OTHER TAXES					

PRICE ADJUSTMENTS

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS, SUBJECT TO INCOTERMS 2020

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

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

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

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

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid Number	NRF/ILABS MRD/21/2025-26
Closing date and time	28 November 2025
iThemba LABS recognises the date and time as recorded on its systems for closure purposes	
HIGH LEVEL SUMMARY OF BID REQUIREMENTS	
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, COMMISSION AND INCLUDE A 5-YEAR SERVICE PLAN OF AN X-RAY DIFFRACTOMETER FOR THE MATERIALS RESEARCH DEPARTMENT AT ITHEMBA LABS, CAPE TOWN.	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).	
Bid response documents are deposited in the tender box situated physically at:	
Physical address: iThemba LABS, Main Security Gate, Old Faure Road, Faure, 7131 Tender box opening hours 08:00 am till 16:30 pm GPS Coordinates Latitude: 34°1'56" S Longitude: 18° 43'64" E Dimensions of tender box opening 300 mm x 20 mm Or E-submission - e-Tenders e-submission platform: This link helps for e-submission: https://www.youtube.com/watch?v=x9DDXBTUOAw E-mail submission platform: Electronic submissions must be sent to scm1@tlabs.ac.za. Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. The financial response must be password protected (password must be sent to scm1@tlabs.ac.za). Folders must be titled with the bidder's company name and folder title. Attachments are limited to 25 MB per email. You can also use the link to submit proposals (http://filesend.nrf.ac.za/). The filesend link must be submitted via email to the email address provided. Bidders are to send an email to scm1@tlabs.ac.za post submission with the	Addressed as follows: iThemba LABS Cape Town Main Security Gate Old Faure Road Faure Western Cape 7131

password to their financial envelope.		
Number of ORIGINAL bid documents for contract signing		1
Bidders must submit the above sets of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to iThemba LABS. This serves as the original master set for the legal contract document between the bidder and iThemba LABS. The master set remains at iThemba LABS and has precedence over any other copies in the case of any discrepancies within the other sets of documents. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract.		
Number of EVALUATION copies (Mark pages as "Evaluation Copy" and number all pages sequentially):		1 electronic document as secured PDF
TWO ENVELOPE SYSTEM		YES
BID VALIDITY PERIOD FROM DATE OF CLOSURE		90 days
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:
Section	Supply Chain Management	
Contact person	SCM Team	
E-mail address	scm1@tlabs.ac.za	

SUPPLIER INFORMATION

Name Of Bidder

Postal Address

Street Address

Telephone Number

Code

Number

Cell Phone Number

Code

Number

Facsimile Number

Code

Number

E-Mail Address

VAT Registration Number

**Tax
Compliance
Status**

Tax Compliance
System PIN

Central Supplier Database
No.

MAAA

**B-BBEE Status Level
Verification Certificate**

Tick Applicable Box.

☐ Yes ☐ No

**B-BBEE Status
Level Sworn
Affidavit**

Tick Applicable Box.

☐ Yes ☐ No

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

Are you the accredited representative in South Africa for the goods /services/works offered?	☐ Yes ☐ No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/ works offered?	☐ Yes ☐ No [If yes, answer the questionnaire below]
---	--	--	--

Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No
Does the entity have a branch in the RSA?	☐ Yes ☐ No
Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No
Does the entity have any source of income in the RSA?	☐ Yes ☐ No
Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No

If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not registered as per 2.3 below.

BID SUBMISSION	
1.	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2.	All bids must be submitted on the officially provided forms or in the manner prescribed in the bid document and not retyped
3.	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) with its special conditions of contract, and if applicable, any other legislative requirements.
4.	The successful bidder will be required to fill in and sign a written contract form (SBD 7.1).

TAX COMPLIANCE REQUIREMENTS	
1.	Bidder must ensure compliance with their tax obligations.
2.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
3.	Application for tax compliance status (TCS) pin may be made via e-Filing through the SARS website www.sars.gov.za
4.	Bidders may also submit a printed TCS certificate together with the bid.
5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/CSD number.
6.	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD

	number must be provided.
7.	No bids will be considered from persons employed by the state, companies with directors/close corporations connected with the bidder employed by the state.

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this

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

bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

STANDARD BIDDING DOCUMENT (SBD) 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10}
 \end{array}$$

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or}$$

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

3	6	14	
4	5	12	
5	4	8	
6	3	6	
7	2	4	
8	1	2	
Non-compliant contributor	0	0	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that

person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name :

Bidder's name:

Bid Number:

NRF/ILABS MRD/21/2025-26

Describe the service/work, start date and completion date the above bidder provided to you below

Criteria/Risks

Below requirements

Meets requirements

**Exceeds
requirements**

Quality of rendered services as measured
against your service level

Response to support calls

Satisfied with work done

Overall Impression

Other comments

Approximate value of contract

Would you use the provider again?

☐ YES ☐ NO

Completed by:

Signature:

Company Name:

Contact Telephone Number:

Date:

NB: The above reference letter format is optional. service provider/bidder may use their own template as long as the information therein is in line with the one specified in the “**Due diligence of capacity and capability**” or “**Returnable documents**” tables from page 12.

BID SIGNATURE (SBD 1)

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

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

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

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

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
DATE	