



**National  
Research  
Foundation**

**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.**

## **INVITATION TO BID**

<b>BID DESCRIPTION</b>	
Lease of office space and parking for South African Environmental Observation Network (SAEON) in the Scientia 627-JR area and surrounding areas for period of 3 years.	
<b>Bidder Name:</b>	
<b>Bid Number:</b>	NRF/SAEON/SAEN OFFICES/46/2023-24
<b>Closing Date</b> <b>Closing Time:</b>	02 February 2024 11:00 AM
<b>Bid validity from time and date of closure</b>	120 working days
<b>Electronic Bid Submission</b>	Size of the email (document): 20 MB max (See Annexure 1: Electronic Bid Submission – Guideline for Bidders) <a href="mailto:tenders@saeon.nrf.ac.za">tenders@saeon.nrf.ac.za</a>
<b>Email Address</b>	The bid reference number must be used as the subject line when submitting 1 x zip file containing two pdf documents. First containing all returns, contract and portfolio of evidence. Second containing the price offer being tendered.
<b>Bids Naming</b>	<b>Split documents into:</b> Technical File Bidder name Price File Bidder name
<b>Enquiries are directed in writing to:</b>	
<b>Section</b>	Supply Chain Management
<b>Contact person</b>	Irene Matsimela
<b>Email address</b>	<a href="mailto:tenders@saeon.nrf.ac.za">tenders@saeon.nrf.ac.za</a>
	<a href="mailto:Lt.jongwana@saeon.nrf.ac.za">Lt.jongwana@saeon.nrf.ac.za</a>

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## PART A: INTRODUCTION

### INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder.

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

### BACKGROUND TO SAEON

The South African Environmental Observation Network (SAEON) is a business unit of the National Research Foundation (NRF).

SAEON serves as a national platform for detecting, translating, and predicting environmental change through scientifically designed observation systems and research.

SAEON is a multi-disciplinary organisation which promotes and support research through funding, human resources development, and provision of necessary facilities to facilitate the creation of knowledge, innovation, and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the Republic and Southern Africa.

Further information about SAEON can be found on [www.saeon.ac.za](http://www.saeon.ac.za)

### THE REQUIREMENTS OF THIS BID

SAEON currently has 20 staff in its employment in Pretoria. In addition to this the SAEON in Pretoria had advertised 10 more new permanent staff positions. Therefore, will need office space that will be able to accommodate 30 staff members. SAEON is also houses technical laboratories and server rooms. SAEON is seeking a three-year property lease Office space in the Scientia 627-JR area and surrounding areas and must comply with the set of prescribed parameters below.

### OBJECTIVE OF THE TENDER

- 1.1. The purpose of this tender is to lease office space and open parking for South African Environmental Observation Network (SAEON) in the Scientia 627-JR area and surrounding areas for period of 3 years.
- 1.2. The building offered to house the SAEON Head office should provide a maximum space of 180 m<sup>2</sup>. The premises offered must be compliant with SANS 10400 (SABS 0400) – The application of the National Building Regulations (NBR).
- 1.3. The lease shall be for a period of 3 years

## PART A – THE TENDER

# SCOPE OF WORK

Bidders are invited to submit bids based on the following technical specifications:

Criteria	Definition	Description
Area (180m <sup>2</sup> )	Scientia 627-JR area and surrounding areas	<p>The building to be considered in the specified areas must comply with the following:</p> <ol style="list-style-type: none"><li>1. Must be within an office node (industrial areas are specifically excluded)</li><li>2. Within walking distance to public transport including taxi routes, Bus Routes and train stations</li><li>3. Within walking distance to retail centres that provide convenient goods and services</li></ol>
Office Grade	B	Professionally managed with continued above average maintenance. High quality pinnacle modern finishes; air conditioning; adequate on-site parking; a good quality lobby finish with clear circulation; quality access to/from an attractive street environment; good safety/ security
Usable Area (excludes all common areas)	Maximum gross rentable area excluding common areas,	The type of accommodation required is a combination of individual offices, auditorium, canteen, open plan, lab testing facility, server rooms, delivery area, storage facility, reception and security area
Lease Period	Three (3) lease period	Bidders to submit lease proposals for a three-year lease period, to include rental rates, tenant installation allowance, and all other attributes

Criteria	Definition	Description
<b>Building</b>	<ol style="list-style-type: none"> <li>1. The building can be an existing building. A dedicated facility rather than a shared facility would be preferred</li> <li>2. The building facilities must cater for the physically handicapped</li> <li>3. Exterior tenant signage must be allowable</li> <li>4. The building must comply with the National Building Regulations, SANS 10400 and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and its applicable regulations</li> </ol>	In the case of a new development, the building must be scheduled to be ready for beneficial occupation date
<b>Beneficial occupation</b>	Three (3) months prior to the lease commencement date	The landlord must grant the tenant a beneficial occupation period of 3 months
<b>Lease Agreement</b>	Upon award of the bid, SAEON will enter into a lease agreement with the successful bidder. Bidders must include in their submissions, a draft pro forma lease agreement in line with SAEON's requirements	The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted annually in accordance with an agreed upon escalation rate starting at the beginning of the second year
<b>Parking</b>	<p>A total of 30 parking bays is required, with the below as a guideline – approximately,</p> <ul style="list-style-type: none"> <li>• 15 underground or covered parking bays</li> <li>• 15 open parking bays</li> </ul>	<p>Secure on-site parking of which some will cater for physically disabled people, must be available in accordance with municipal by- laws. Confirmation of the parking facilities should be included in the bid proposal</p> <p>The parking should be either covered or underground as indicated</p>

<b>Tenant installation allowance</b>	The landlord to provide tenant installation allowance and demonstrated capacity to undertake the tenant installation on behalf of the tenant	The tenant installation allowance should be approximately 20% of the annual lease amount
<b>Building services</b>	<p>The office space must –</p> <ul style="list-style-type: none"> <li>(i) be fully air-conditioned and ventilated;</li> <li>(ii) have existing fire detection and prevention services;</li> <li>(iii) own electric distribution board(s);</li> <li>(iv) emergency evacuation process in compliance with the Occupational Health and Safety Act; and</li> <li>(v) double tier cable trays in ceiling voids or make allowance for these.</li> </ul>	Building services must be designed, and installed in accordance with the relevant National Building Regulations and Standards Act, 1977 (Act 13 of 1977)
<b>Regulatory Compliance</b>	The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 13 of 1977) and The Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended	All certificates of compliance for all installations in terms of the National Building Regulations and Standards Act, must be provided at the time of sitehandover

Criteria	Definition	Description
Technology and Communication	<p>Provision for Uninterrupted power supply (UPS) and back-up generator power supply must be available in the event of power failure for the entire building; patch rooms available on every floor; cabling and network infrastructure with provision for wireless hotspot and minimum of Cat5e std plus, plug and play/internet ready; building access to fibre connectivity CCTV permitting large coverage with multiple recording; and Access control system</p>	Must it be included in the rental o
Amenities, Finishes and Quality	<p>High material spec, functional design base finishes; high spec stairwells; lobby and reception with quality finishes and appearance and clear circulation; general floor plate permitting design flexibility; good balance between light and environmental control; central environmental control premised on typical building management system with quality split system incorporated; attractive and functional landscaping and greening or attractive building exteriors; limited on site amenities but close at hand and in safe walking/driving proximity; kitchen/catering facilities</p>	The landlord to submit building floor plans as part of the bid
Public Environment	<p>Safe, attractive and clean street; surrounding public environment comprising good infrastructure; good exposure and visibility; vehicular access and good access to public transport</p>	
Building Operating Costs	<p>SAEON will be responsible for the operating costs that relate directly to its own tenancy activities and that, where applicable, are separately metered. SAEON is prepared to incur the following operating costs:</p> <ul style="list-style-type: none"> <li data-bbox="646 1315 893 1347">(i) Water consumption;</li> <li data-bbox="646 1371 938 1403">(ii) Electricity consumption;</li> </ul>	If applicable

	<ul style="list-style-type: none"> <li>(iii) Refuse removal;</li> <li>(iv) Internal security;</li> <li>(v) Consumable supplies; and</li> <li>(vi) Internal cleaning</li> </ul> <p>SAEON will not be responsible for any other operating costs, payment of rates and taxes, and periodic increases. Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement</p>	
<b>Building Maintenance Costs</b>	All external building maintenance costs will be the responsibility of the landlord, including building insurance	
<b>Security</b>	Access Control at the Gate, security presence at the Gate/Entrance to Parking Area, Ground Floor/Common Reception Security Presence, 24- hour CCTV Surveillance, Perimeter Fencing, Alarm System	The landlord to submit specifications as part of the bid

Criteria	Definition	Description
<b>Value Add Attributes</b>	<p>The following attributes will provide an advantage to the buildings being considered:</p> <ol style="list-style-type: none"> <li>1. Building with ease of access to main highways.</li> <li>2. Availability of alternative water source mainly for ablution services.</li> <li>3. The building with a green rating would be advantageous</li> </ol>	

## BID SELECTION PROCESS

### STAGE 1 - SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Bids will be evaluated for compliance with the procedural requirements of this bid, which entails the completion and/or submission of the returnable documents and schedules specified in the Returnable Documents and Schedules Table on **Page 11 below**.

**NOTE:** Failure to comply with the mandatory requirements in this stage may result in bid disqualification. However, SAEON may apply the discretion to allow bidders to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature, and may not pertain to the substance of the bid such as to affect the competitive position of bidders, by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

### STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

Bids will be evaluated against the functionality criteria outlined on **Pages 12-16** below.

Bids which fail to meet the requirements of Stage 2 will be disqualified and not evaluated further in Stage 3.

### STAGE 3 – SCORING ON PRICE AND SPECIFIC GOALS

Bid price proposals are compared on an equal and fair basis, considering all aspects of the bid pricing requirements. Qualifying bids are ranked on price and preference points claimed in the following manner:

- (i) **Price** - with the lowest priced bid receiving the highest price score as detailed in the Preferential Procurement Regulations 2022;
- (ii) **Specific Goals** – specific goals as claimed in the preference claim form (SBD 6.1) are added to the price scores. Bidders' BBBEE level as evidenced by their BBBEE certificates/sworn affidavits, will represent 'specific goals'.

## STAGE 1 – SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

**NOTE:** All mandatory criteria need to be complied with to move on to the next stage of evaluation. All SBD returnable forms must be completed and signed by bidders. However, SAEON may apply the discretion to allow bidders to complete and/or sign returnable forms not completed and/or signed in the first instance, or to submit returnable documents not submitted in the first instance. Such returnable schedules or documents must be of a purely administrative nature, and may not pertain to the substance of the bid such as to affect the competitive position of bidders by giving one or more bidders a second and unfair opportunity to augment the quality (substantive) aspects of their bid. Each member of a joint venture, or consortium must submit the SBD 1, 4, and 6.1 returnable forms.

Document description	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	SCM Verification
B-BBEE certificate, or in the case of EMEs or QSEs, a Sworn Affidavit confirming annual turnover and level of black ownership	Optional <sup>1</sup>	Has the bidder submitted a valid B-BBEE certificate or sworn affidavit in order to claim B-BBEE points?	Yes / No		
Proof of CSD registration	Mandatory	Has the bidder provided its CSD registration number?	Yes / No		
<b>SBD 1 Form</b> (Invitation to Bid)	Mandatory	Has the bidder completed and signed the SBD 1 Invitation to Bid form?	Yes / No		
<b>SBD 3.1 Form</b> (Pricing Schedule) – submitted in a separate electronic folder	Mandatory	Has the bidder submitted its pricing for the services offered?	Yes / No		
<b>SBD 4 Form</b> (Bidder's Disclosure)	Mandatory	Has the bidder completed and signed the SBD 4 form?  Has the bidder made any disclosure which would preclude it from responding to this bid?	Yes / No		
<b>SBD 6.1 Form</b> (Preferential Points Claim Form)	Mandatory	Has the bidder completed and signed the SBD 6.1 form?	Yes / No		
<b>SBD 1 Form</b> (Bid signature)	Mandatory	Has the bidder confirmed that its bid is validly submitted?	Yes / No		

<sup>1</sup> If points are claimed for 'specific goals' in terms of the Preferential Procurement Regulations, 2022

## STAGE 2 – FUNCTIONALITY EVALUATION CRITERIA

**NOTE:** Bidders must carefully review the evaluation criteria and instructions below and ensure that they understand what information is required, including all documentation that is required to be submitted in this stage of evaluation. No second opportunity will be given to submit documentation not submitted, except in the case where there is no competition (i.e. one bid is received) and therefore no prejudice will accrue to any other bidder.

Bid proposals will be evaluated in three sub-stages (Stages 2.1, 2.2 and 2.3) on the following criteria:

### STAGE 2.1 – SUBMISSION OF RETURNABLE DOCUMENTS

Bidders must submit the following documentation, failing which their bids will be held to be non-responsive, and will not qualify to be evaluated in Stage 2.2 and Stage 2.3 –

Document description	Weight	Submitted (Yes/No)
Floor plans of the proposed building (preferably in size A1)	Mandatory	
Proof that the bidder is the owner/landlord. Ownership to be proved by a copy of the title deed (WinDeed printout or equivalent). Where the bidder is an agent or broker, the bidder must provide proof of mandate if acting on behalf of the owner/landlord. Where the bidder is an agent or broker, the bidder must submit a certified copy of a valid Fidelity Fund Certificate issued by the Estate Agency Affairs Board (EAAB)	Mandatory	
Occupation certificate, or certificate confirming the grade of the premises, or proof from a registered architect or property valuer or other professional qualified to make such an assessment, that the building is Grade B or better	Mandatory	
The aforementioned certificate must not be older than 6 months		

## STAGE 2.2 – BUILDING ATTRIBUTES, BIDDERS’ EXPERIENCE, CAPABILITY AND CAPACITY

Bids will be scored on the functionality criteria in the table below. Bids must score a minimum of 70 points out of a possible 100 points in order to be evaluated further in Stage 2.3.

EVALUATION CRITERIA	EVIDENCE	FURTHER DETAIL	SUB-POINTS	MAXIMUM POINTS	TOTAL POINTS
1. Location of Proposed Building	Building is within the vicinity Scientia 627-JR area and surrounding areas, Pretoria, and is located close to the following facilities -				
	Distance to main highways/freeways and main roads	The proposed building is more than 5km away from a main highway/freeway and a main road	5	10	10
	Distance to bus stops, taxi ranks and train stations	The proposed building is less than 5km away from a main highway/freeway and a main road	10		
		The proposed building is more than 2 kilometres from a bus stop, taxi rank, or train station	3	10	10
		The proposed building is between 1-2 kilometres from a bus stop, taxi rank, or train station	8		
	Retail Shopping	The proposed building is less than 1 kilometre from a bus stop, taxi rank, or train station	10	30	30
		The proposed building is more than 3 kilometres away from a retail or shopping facility (facilities), and restaurants	3		
		The proposed building is within 1-3 kilometres of a retail or shopping facility (facilities), and Restaurants	5		
		The proposed building is less than 1 kilometre away from a retail or shopping facility (facilities), and restaurants	8		

		The proposed building is less than half a kilometre away from a retail or shopping facility (facilities), and restaurants		
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2. Project Management, Skills and Qualifications of the project team	Bidders must submit a detailed project plan including the following:			
	Work breakdown structure, critical path responsibilities and costing for tenant installations, detailed contingency proposal as indicated in the proposal	No project plan submitted, or project plan does not relate to the services required in this bid	0	
		The project plan does not include the information required, or the information provided is incomplete. Some or all of the information provided does not relate to services required in this bid	4	10
		The project plan is comprehensive and includes all the information required to be included, and the information relates to services required in this bid	10	
	Demonstrate capability; Qualifications, experience and competency of the team (Team members CV's should be included)	Bidder did not submit documentation to demonstrate its capability to undertake this service, did not demonstrate the experience and competency of its project team, including providing their qualifications and CVs	2	20
		Bidder did submit documentation to demonstrate its capability to undertake this service, did demonstrate the experience and competency of its project team, including providing their qualifications and CVs	10	10

<b>3. Provision of Turnkey Solution</b>	Bidder demonstrates the capability and ability to provide a turnkey installation service (spatial design and layout, partitioning, installation of doors, locks, ironmongery	No proposal is submitted to satisfy this requirement	0	10	<b>10</b>
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<b>4. Building Attributes (in terms of Scope of Work, refer to pages 2-3)</b>	requirements, internal floor coverings and skirting requirements, internal wall finishing, additional internal electrical requirements, additional plumbing and water requirements, installation of air conditioners etc.). List not exhaustive	A proposal is submitted to satisfy this requirement, but it is mostly unsuitable for SAEON's requirements as articulated in this bid document	2		
		Proposal is submitted, and is mostly suitable for SAEON's requirements as articulated in this bid document	10		
	Grade, gross lettable area, building services	The proposed building does not all the minimum attributes as required, and is completely inadequate for SAEON's requirements as articulated in the scope of work	0	10	
		The proposed building does not meet most of the minimum attributes as required, and is generally inadequate for SAEON's requirements as articulated in the scope of work	2		
		The proposed building does not meet all the minimum attributes as required, but is generally adequate for SAEON's requirements as articulated in the scope of work	6		
		The proposed building meets or exceeds all the required attributes	10		
		The proposed building does not meet any of the attributes as required, or the attributes are inadequate	0		
	Technology and Communication	The proposed building does not meet all the attributes as required or the attributes are mostly Inadequate	4	10	30

		The proposed building meets all the required attributes	10	
	Public environment	The proposed building does not meet any of the minimum attributes for the public	0	10

		environment as required, and is completely inadequate for SAEON's requirements as articulated in the scope of work			
		The proposed building does not meet most of the minimum attributes for the public environment as required, and is generally inadequate for SAEON's requirements as articulated in the scope of work	2		
		The proposed building does not meet the minimum attributes as required, but is generally adequate for SAEON's requirements as articulated in the scope of work	6		
		The proposed building meets all the required attributes	10		
		Bidder did not submit any reference letters, or the reference letters submitted are irrelevant to the services required in this bid	0		
5. Bidder's Experience	The bidders must demonstrate the project management team experience in providing similar services. Please attach signed referral	Bidder submitted 1-2 reference letters, and the letter(s) relate to the services required in this bid	5		
		Bidder submitted at least 3 reference letters, and the letters relate to the services required in this bid	9	10	10

	letters with contact numbers	Bidder submitted more than 3 reference letters, and the letters relate to the services required in this bid	10	
<b>Total</b>			<b>100</b>	

**Bidders must score a minimum of 70 out of a possible 100 points in order to be evaluated further in Stage 2.3.**

## STAGE 2.3 – SITE VISIT

- (i) Bidders or their representative should be present at the site visit.
- (ii) SAEON will communicate the time and date of the visit with bidder.
- (iii) All offices and facilities should be accessible during the visit.
- (iv) SAEON reserves the right to interview current tenants and take photos of the premises.
- (v) Functionality points scored in Stage 2.2 will be impacted by the site visit, and points scored may be revised as necessitated.

## STAGE 3 – PRICE AND SPECIFIC GOALS SCORING

Bids which meet the minimum requirements in Stage 2, will be evaluated on Price and Specific Goals (Stage 3) as follows -

CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTION)	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

## TENDER PROCEDURE

### THE BIDDER SELECTION PROCESS

#### **Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.**

A Bid that meets all the ethical requirements, required mandatory documentation, subject matter specification, minimum technical specifications thresholds, and can meet the conditions of contract specified in this bid document is a responsive bid that proceeds to the **Price Competition stage**. The NRF's evaluation committee will disqualify non-responsive submissions.

Due Diligence Research

NRF will conduct due diligence on a bidder through Central Supplier Database, by contacting the references submitted, by contacting a sample of the bidder's clients to verify the bidder's capability to provide the office space and to manage the servicing of such office space.

### **Stage 2 – Price competition**

The NRF's evaluation committee assesses responsive bidders from the qualification stage on their pricing accreditation.

By nature of this bid, the NRF's evaluation committee cannot compare each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements as each office space being offered has difference cost and space parameters. The NRF's evaluation committee will evaluate each bidder's price offer using the Tender Assessment Schedule Column on the SBD 3.2 price form ranks the qualifying bids on points scored on the basis of their total price using the lowest total price as the base for the price ranking..

The NRF's evaluation committee adds preference points claimed for the social specific goals set for this bid to the price ranking score per bidder.

### **Stage 3 – Award and Contract Signing**

The bid evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score of price and specific goals for the contract award subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

### **Cancellation of the bid prior to award**

The NRF cancels this bid invitation prior to making an award:

- 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 a material irregularity occurred in the bid process, or
- c) 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.

## THE BID PREPARATION

### 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 NRF 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 NRF 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 invitation, including on-site presentations.

### Counter proposals

No counter proposals are accepted.

### Two electronic folder 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. Bidders must ensure that they do not include any pricing details in the first folder, as SAEON reserves the right to disqualify such bids.

Bidders are required to package their bid as follows:

- Folder 1: Compliance and Technical Response pages to and to
- Folder 2: Pricing Response pages to

(Bidders must submit their pricing proposals in a password protected, unzipped electronic folder. The password must be emailed to [tenders@saeon.nrf.ac.za](mailto:tenders@saeon.nrf.ac.za). The pricing folder must be clearly labelled as such. (See Annexure 2: Electronic Bid Submission – Guideline for Bidders)

### Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury's Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties' Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

### Collusion, fraud and corruption

Any effort by the 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 Government's broad based black economic empowerment recognising that 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's evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with

the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have against the concerned third party.

#### 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; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties 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 (SBD 7.2) which has been signed by the awarded bidder and the National Research Foundation;

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

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being South African Environmental Observation Network (SAEON).

## PART B – THE CONTRACT

### SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

1.	I, ..... , in my capacity as ..... hereby undertake to render services described in the attached bidding documents to the <b>South African Environmental Observation Network (SAEON)</b> , in accordance with the requirements and task directives / proposals specifications stipulated in <b>Bid Number: NRF/SAEON/SAEN OFFICES/46/2023-24</b> at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Client during the validity period indicated and calculated from the closing date of the bid.
2.	The following documents shall be deemed to form, and be read and construed as part of this Agreement:
2.1	The Bid Document (Ref No. NRF/SAEON/SAEN OFFICES/46/2023-24);
2.2	The lease agreement to be concluded between SAEON and the appointed bidder;
2.2	The Service Provider's bid submission in response to Bid Ref. NRF/SAEON/SAEN OFFICES/46/2023-24
2.3	The Service Provider's bid price in response to Bid Ref. NRF/SAEON/SAEN OFFICES/46/2023-24;
2.4	Any Annexures, Schedules or Addendums referred to in the abovementioned documents.
3.	The Service Provider confirms that it has satisfied itself as to the correctness and validity of its bid; that the price(s) and rate(s) quoted cover all the services specified in the Bid Document; that the price(s) and rate(s) cover all its obligations, and accepts that any mistakes regarding its price(s) and rate(s) and calculations will be at its own risk.
4.	The Service Provider accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this Agreement.
5.	The Service Provider declares that it has not participated in any collusive practices with any third party regarding this or any other bid.
6.	I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....	WITNESSES
CAPACITY .....	1 .....
SIGNATURE .....	2 .....
NAME OF FIRM .....	DATE: .....
DATE .....	

## SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER (SAEON))

1.	I, ....., in my capacity as ..... accept your bid under Reference Number: NRF/SAEON/SAEN OFFICES/46/2023-24 for the rendering of the services indicatedhereunder and/or further specified in the annexure(s).
2.	An official purchaser order indicating service delivery instructions is forthcoming.
3.	I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
2.2	The Service Provider's bid submission in response to Bid Ref: NRF/SAEON/SAEN OFFICES/46/2023-24
4.	I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

## PART B.1 – PRICING

### PRICING INSTRUCTIONS

1.	<b>Applicable Currency:</b> All prices shall be quoted in South African Rand.
2.	<b>Completion of Pricing Schedule:</b> Bidders shall complete the pricing schedule in full, inserting all the information required therein.  In addition to the pricing schedule in this bid document, bidders may prepare a more detailed pricing schedule should they wish to do so, and include this in their pricing proposal, provided that such additional pricing schedule is in line with the deliverables on the SARAO issued pricing schedule.
3.	<b>Applicability of Quoted Prices:</b> All quoted prices must remain firm for the duration of the contract, unless stipulated otherwise in the special conditions of contract.
4.	<b>Total Bid Cost:</b> Prices quoted must include all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods.
5.	<b>Exchange Rate Fluctuations:</b> Where imported goods or services are to be used, and pricing is subject to exchange rate fluctuations, the applicable foreign currency must be stipulated, as well as the exchange rate at the time of bidding. The portion of the bid price subject to exchange rate fluctuations must be stated.
6.	<b>Bid Price Calculation:</b> Estimates of quantities are provided to allow for the calculation of a bid price that allows equal comparison between bidders.
7.	<b>Submission of Pricing:</b> Bidders must submit their pricing proposals in an unzipped electronic folder.

## BID PRICE SCHEDULE (SBD 3.1)

(Submit pricing in separate electronic folder)

No.	Deliverables	Rate	Square Meterage / Quantity	Annual Escalation (%)	Annual Rental	Total Annual Rental (including VAT)
1.	Rate per square metre			N/A		
2	Parking Bays (covered or underground)			N/A		
3	Parking Bays (open)			N/A		
4	Operating cost (electricity, water, rates, sewerage, generator)			N/A		
5	Tenant Allowance			N/A		

YEAR 1					
YEAR 2 (Including annual escalation)			%		
YEAR 3 (Including annual escalation)			%		
<b>TOTAL BID PRICE (YEAR 1-3)</b>					
<b>OVERAL TOTAL INCLUDING VAT</b>					

## PART C – RETURNABLE SCHEDULES

<b>INVITATION TO BID (SBD 1)</b>			
<b>Bid number</b>	NRF/SAEON/SAEN OFFICES/46/2023-24		
<b>Closing date and time</b>	<b>02 February 2024; 11h00</b>		
<b>SUMMARY OF BID REQUIREMENTS</b>			
Lease of office space and parking for South African Environmental Observation Network (SAEON) in the Scientia 627-JR area and surrounding areas for period of 3 years			
<b>Two envelope system</b>	Yes		
<b>Price validity period from date of closure</b>	One hundred and twenty days (120) days		
<b>SUPPLIER INFORMATION</b>			
<b>Name of Bidder</b>			
<b>Postal Address</b>			
<b>Street Address</b>			
<b>Telephone Number</b>			
Code		Number	
<b>Cell Phone Number</b>			
Code		Number	
<b>Facsimile Number</b>			
Code		Number	
<b>E-Mail Address</b>			

<b>VAT Registration Number</b>

<b>Tax Compliance Status</b>	Tax Compliance System PIN		<b>OR</b>	Central Supplier Database No.	MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p><b>[A B-BBEE status level verification certificate/sworn affidavit (for EMEs &amp; QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]</b></p>					
<p><b>Are you the accredited representative in South Africa for the goods/services/works offered?</b></p>		<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<p><b>Are you a foreign-based supplier for the goods/services/works offered?</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]	

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).

### **BID SUBMISSION**

1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4. The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.

### **TAX COMPLIANCE REQUIREMENTS**

1. Bidders must ensure compliance with their tax obligations.
2. Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3. Bidders must submit their unique personal identification number (PIN) issued by SARS to enable the Organ of State to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
4. Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).

5.	In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate TCS
----	--

Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

	certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

## SBD 4 BIDDER'S DISCLOSURE

<b>1.</b>	<b>PURPOSE OF THE FORM</b>		
1.1	<p>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.</p> <p>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.</p>		
<b>2.</b>	<b>BIDDER'S DECLARATION</b>		
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>2</sup> in the enterprise, in the service of the State?	<b>YES / NO</b>	
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 -		
	<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State Institution</b>
2.2	Do you, or any person connected with the bidder, have a relationship with any person employed by the procuring entity?	<b>YES / NO</b>	
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?	<b>YES / NO</b>	

<sup>2</sup>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.

2.3.1	If so, furnish particulars:
<b>3. DECLARATION</b>	
<p>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 -</p>	
3.1	I have read and 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 consortium3 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5	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.
<b>CERTIFICATION</b>	

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

I ACCEPT THAT THE STATE MAY REJECT MY 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.

<sup>3</sup> 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.

.....  
Date

.....  
Signature

.....  
Position

.....  
Name of bidder

# SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THEPREFERENTIAL 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 The applicable preference point system for this tender is the **90/10** 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 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 anytime 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 Ps = 8888 \frac{Pt - P_{min}}{P_{min}} & \text{or} & Ps = 9988 \frac{Pt - P_{min}}{P_{min}}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

**Table 1: Specific goals for the tender and points claimed are indicated per the table below and is based on B- BBEE Status Level of Contribution of the Bidder.**

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

B-BBEE Status Level of Contribution	Number of points allocated (80/20 system) (between R2 000 and R50 000 000)	Number of points claimed (80/20 system) (To be completed by the tenderer)
-------------------------------------	--	---

1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

***DECLARATION WITH REGARD TO COMPANY/FIRM***

**4.1. Name of company/firm.....**

4.2. Company registration number: .....

4.3. TYPE OF COMPANY/ FIRM

<input checked="" type="checkbox"/> Partnership/Joint Venture / Consortium	<input checked="" type="checkbox"/> Personal Liability Company
<input checked="" type="checkbox"/> One-person business/sole property	<input checked="" type="checkbox"/> (Pty) Limited
<input checked="" type="checkbox"/> Close corporation	<input checked="" type="checkbox"/> Non-Profit Company
<input checked="" type="checkbox"/> Public Company	<input checked="" type="checkbox"/> State Owned Company

**[TICK APPLICABLE BOX]**

4.4. 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, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**

.....  
**DATE:**

.....  
**ADDRESS:**

.....

## BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to SAEON in accordance with the requirements and specifications stipulated in this bid 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, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by SAEON 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 document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any SAEON 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).

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

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)

## CONTRACT PERIOD

The contractual period for this bid is three (3) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

## CONTRACT MANAGEMENT

### 1 NRF-SAEON Contract Manager

1.1 The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 2 Supplier's Contract Manager

2.1 The Contractor appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.

### 3 Contract Communication

3.1 The NRF communicates in writing including through email.

3.2 The NRF maintains all contract documentation, communications and correspondence, etc. for record purposes.

3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number. All purchase orders issued in terms of this contract must contain both the contract number and the delivery purchase order number.

## SPECIAL CONDITIONS OF CONTRACT FOR RENTAL/LEASE

1 The Premises does not only refer to the dwelling or grounds let in terms of this agreement, but also to any of the Landlord's fixtures and fittings in/on the dwelling. This includes, but is not limited to keys, locks, windows, electrical appliances, sanitary ware, sewage pipes, stoves, geysers, taps and other fixtures or fittings specifically specified in this agreement.

2 No deposit will be paid to the landlord.

3 The Landlord and SAEON must jointly inspect the Premises before the SAEON moves in. Should the SAEON fail to meet the Landlord on the mutually agreed date and time to inspect the Premises, the Premises will be regarded to be free of any defects and damages. A list of defects or damage present must be attached to this agreement. The SAEON must inform the Landlord of any additional defects or damages noted within 7 (Seven) days of moving into the Premises.

4 SAEON acknowledges that the Premises is in a good state/ condition, suitable for the purposes of letting in terms of this agreement.

5 The Landlord and SAEON must jointly inspect the Premises within 5 (five) days of this agreement expiring, to determine if there are any defects or damages causes to the Premises during the lease period.

- 6 The SAEON will be liable for any damages or defects in the Premises, whether visible or concealed during the inspection. Upon termination of the lease agreement, the SAEON must restore the Premises to the Landlord in the same condition it was received at the start of the lease (fair wear and tear excluded).
- 7 Should the Landlord fail to inspect the Premises with the SAEON, the Landlord will be regarded to have acknowledged that the Premises is in a good and proper state of repair, and will have no claim against the SAEON.
- 8 Should the SAEON fail to respond to the Landlord's request to conduct a joint inspection, the Landlord must at the end of the lease, inspect the Premises, within 7 (seven) business days from the date that the SAEON moved out of the Premises.
- 9 The Landlord must provide the SAEON with vacant occupation of the Premises at the start of this lease, and allow the SAEON undisturbed enjoyment of the Premises for the duration of the lease.
- 10 It is the Landlord's responsibility to maintain the exterior, roof, gutters, downpipes of the Premises, in good order and condition (fair wear and tear to be expected).
- 11 The Landlord will further be responsible for maintenance to and repairs of the installations in the Premises including the locks, windows, geysers or other fixtures, fitting and installations. If repairs are required due to fault on the part of the SAEON, the SAEON will be responsible for the necessary repairs or replacements.
- 12 The Landlord is responsible for payment of the municipal rates and taxes on the Premises.
- 13 For the duration of the lease, the SAEON must inform the Landlord of any defects or damages that require repair and are the Landlord's responsibility.
- 14 The SAEON is responsible for payment of ordinary consumption charges levied on the Premises, such as water and electricity, sanitary, sewerage and refuse removal services that are not included in the annual rates and taxes.
- 15 The interior must be maintained at the SAEON's own cost, in the same good, defect-free condition as it was when the lease started (fair wear and tear excluded). If the SAEON fails to fulfill this responsibility, the Landlord may make the necessary repairs or maintenance and recover the costs from the SAEON. Proof of cost will be provided to the SAEON.
- 16 The SAEON may not drive any nails or object into the walls or ceilings of the Premises, unless the Landlord has provided prior written permission.
- 17 All lightbulbs, switches, sockets, locks and keys must be replaced at the SAEON's own cost. The SAEON may not interfere with or overload the electrical, lighting or heating installations of the Premises.
- 18 No additional fixtures or fittings may be installed on the Premises without the prior written permission of the Landlord. Consent will not be unreasonably refused. Approved fixtures and fittings may be removed by SAEON before the end of the lease period. After the lease has expired, all fixtures and fittings which

were not removed, become the Landlord's property, and it will not provide any compensation.

- 20 No structural changes or additions may be made, unless the Landlord's prior written permission has been obtained. All alterations, additions and improvements to the Premises become the property of the Landlord and no compensation will be paid.
- 21 The SAEON will not take any action or allow anything that may cause damage to the Premises. Reasonable care will be taken.
- 22 No part of the Premises may be sub-let to or occupied by another person. SAEON may not assign this lease, nor ceded any of its rights herein, nor part with possession without prior written permission from the Landlord.
- 23 SAEON may not refuse the Landlord or any of its agents reasonable access to inspect or attend to repairs on the Premises; 1 (one) month prior to the lease expiring.
- 24 SAEON may not keep any illegal substances or weapons on the Premises, nor omit to do anything or keep or do anything on the Premises that may be contrary to the terms and conditions of any insurance policy held by the Landlord in respect of the building or Premises.
- 25 SAEON must return to the Landlord all keys, remote controls and other security items that allow access to the Premises.
- 26 Any repairs or replacements that are the SAEON's responsibility, must be carried out to the satisfaction of the Landlord, by competent and experienced workmen.
- 27 SAEON must at all times comply with the terms of any insurance policies that the Landlord has for the premises.
- 28 SAEON is responsible for its own household, car or other insurance, protecting its goods while renting the office space.
- 29 The Landlord has no responsibility or liability towards SAEON for any loss, theft or damage to the SAEON's household articles kept on the Premises.
- 30 Any temporary interruption in water or electricity supply that may cause SAEON loss of beneficial occupation does not entitle SAEON to cancel the lease agreement. The Landlord will also not be held liable for any loss, damage or inconvenience caused.
- 31 SAEON indemnifies the Landlord for any loss or damage to property or injury to persons suffered on the Premises as a result of any act or omission by SAEON or its occupants, guests, servants or agents.
- 32 SAEON is liable for its own act and omissions, as well as that of its guests, servants or agents while they are on or in the Premises.
- 33 **Should the Premises at any time during the lease be so damaged or destroyed that it deprives the SAEON of beneficial use and occupation of the Premises, this agreement will end, and both SAEON and Landlord will only be liable for its obligations up to such date. Neither Party will have any further claim against each other.**
- 34 Should the Premises at any time during the lease only be partially damaged, this agreement will remain

in force and effect, and the Landlord will as soon as reasonably possible, repair the damage. SAEON will be entitled to a reduction in the rental amount during such a period. Should a dispute arise about the reduction amount, an independent third party will be consulted to decide an appropriate and fair reduction. SAEON must continue to pay the full rental amount until a reduction has been determined by the Landlord. After the reduction has been determined, the Landlord will credit SAEON with such an amount as SAEON has paid in excess of the reduced rent.

35 SAEON will remain responsible for any damage or destruction caused to the Premises as a result of an act or negligence on part of SAEON or any person who it's responsible for.

## SERVICES AND THEIR PERFORMANCE LEVELS

### 1 Managing service levels

1.1 The service performance levels are:

Service Level	Performance Standard	Target	Penalties/Consequences or remedies
Power	Availability of power.	Where power loss occurs as result of bidder.	2% of monthly invoice value, escalating by 1% to the base level for each day without power.
Climate Control	Climate not within comfort zone.	Climate outside of climate zone and not resolved within 24 hours	2% of monthly invoice value, escalating by 1% to the base level for each day outstanding
Security	Time to respond after telephone reporting	30 minutes	1% of monthly invoice value, escalating by 5% to the base level for each day outstanding
Emergency maintenance requests	Time to respond after telephone report	30 minutes	1% of monthly invoice value, escalating by 5% to the base level for each day not resolved
General maintenance request	Time to respond after telephone reporting	< 24 hours	1% of monthly invoice value, escalating by 5% to the base level for each day not resolved

## 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 compiles separate Special Conditions of Contract (SCC)

## GENERAL CONDITIONS OF CONTRACT

relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GC Definitions - The following terms shall be interpreted as indicated:

C 1

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 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 "Project site", where applicable, means the place indicated in bidding documents.
- 1.16 "Purchaser" means the organization purchasing the goods.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Purchaser" 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.
- 1.20 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

GC Application

C 2

- 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.

## GENERAL CONDITIONS OF CONTRACT

2.2 Where applicable, special conditions of contract are also 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.

GC General

C 3

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](http://www.treasury.gov.za)

GC Standards

C 4

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

GC Use of contract documents and information

C 5

5.1 The supplier shall not, without the purchaser's prior written consent, disclose 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, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

SC Copyright and Intellectual Property

C5A

Intellectual property refers to creation 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).

## GENERAL CONDITIONS OF CONTRACT

Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.

Contract intellectual property is defined as 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 contracted 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 contracted 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 with such allocation being an append to this contract.

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 supplier shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the purchaser or as the purchaser may direct, and to support the purchaser or its nominee, in the prosecution and enforcement thereof in any country in the world.

The supplier irrevocably appoints the purchaser 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 purchaser, in its discretion, requires in order to give effect to the terms of this clause.

SC Confidentiality

C5B

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

- Disclose the confidential information, directly or indirectly, to any person or entity;
- 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
- 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 parties and after termination of their respective associations with the parties, not to

## GENERAL CONDITIONS OF CONTRACT

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- 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:

- Was independently developed or in the possession of the recipient of the confidential information prior to its involvement with the other party;
- Is now or hereafter comes into the public domain other than by breach of this contract by any of the parties;
- 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
- 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 other party to do so, return to the party all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- All written disclosures;
- All written transcripts of confidential information disclosed verbally; and
- 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 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.

Each party acknowledges that the unauthorised disclosure of confidential information may cause harm to the other party. Each party agrees that, in the event of a breach or threatened breach of confidentiality, the other party 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.

SCC Copyright and Intellectual Property  
5C

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.

GCC Patent rights  
6

## GENERAL CONDITIONS OF CONTRACT

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.

GCC 7

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 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.

GCC 8

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, 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.

## GENERAL CONDITIONS OF CONTRACT

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.

GCC 9 Delivery and Documentation

9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

9.2 Documents submitted by the supplier specified in SCC.

GCC 10 Insurance

10.1 The goods supplied under the contract shall be 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.

SCC The supplier carries insurance of 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.

GCC 11 Incidental services

11.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

11.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

11.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;

11.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

11.1.4 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

11.1.5 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.

11.2 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.

SCC In the event that this document makes provision for such service elsewhere in this document, 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.

GCC 12 Warranty

12.1 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.

## GENERAL CONDITIONS OF CONTRACT

12.2 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.

12.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

12.4 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.

12.5 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.

SCC No special condition applicable, unless specified elsewhere in this document.

GCC Payment

13

13.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

13.2 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.

13.3 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.

13.4 Payment will be made in Rand unless otherwise stipulated in SCC.

SCC Payment is made 30 days after receipt of invoice or claim by the supplier to the purchaser which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract

GCC Prices

14

14.1 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.

SCC The special conditions are stated in SBD3.2: Pricing Detail in this document as follows:  
**Price adjustments and their corresponding rules are for the management of price risks on the basis of the purchaser and the supplier sharing the risk equally amongst the parties.”**

GCC Contract amendment

15

15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## GENERAL CONDITIONS OF CONTRACT

GCC Assignment  
16

16.1 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.

GCC Delays in supplier's performance  
17

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

GCC Penalties  
18

18.1 Subject to GCC Clause 20, 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 19.

GCC Termination for default  
19

19.1 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

## GENERAL CONDITIONS OF CONTRACT

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.

19.2 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.

19.3 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.

19.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time 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.

19.5 Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting 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 Authority actively associated.

19.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- 19.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 19.6.2 the date of commencement of the restriction
- 19.6.3 the period of restriction; and
- 19.6.4 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.

19.7 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 ten (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.

GCC Force Majeure

20

20.1 Notwithstanding the provisions of GCC Clauses 18 and 19, 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.

20.2 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

## GENERAL CONDITIONS OF CONTRACT

practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event

GCC 21 Termination for insolvency

21.1 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.

GCC 22 Settlement of disputes

22.1 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.

22.2 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.

22.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

22.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

22.5 Notwithstanding any reference to mediation and/or court proceedings herein,

22.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

22.5.2 the purchaser shall pay the supplier any monies due the supplier.

SCC The appointment of a mediator and the procedure shall be agreed between the parties. Regardless of the outcome of a mediation the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses.

GCC 23 Limitation of liability

23.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

23.1.1 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

23.1.2 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.

GCC 24 Governing language

## GENERAL CONDITIONS OF CONTRACT

24.1 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.

GCC 25 Applicable law

25.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

GCC 26 Notices

26.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

26.2 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

GCC 27 Taxes and duties

27.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

27.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

27.3 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

GCC 28 Prohibition of restrictive practices

28.1 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).

28.2 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.

28.3<sup>1</sup> 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.

## ANNEXURE A - ELECTRONIC BID SUBMISSION – GUIDELINE FOR BIDDERS

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

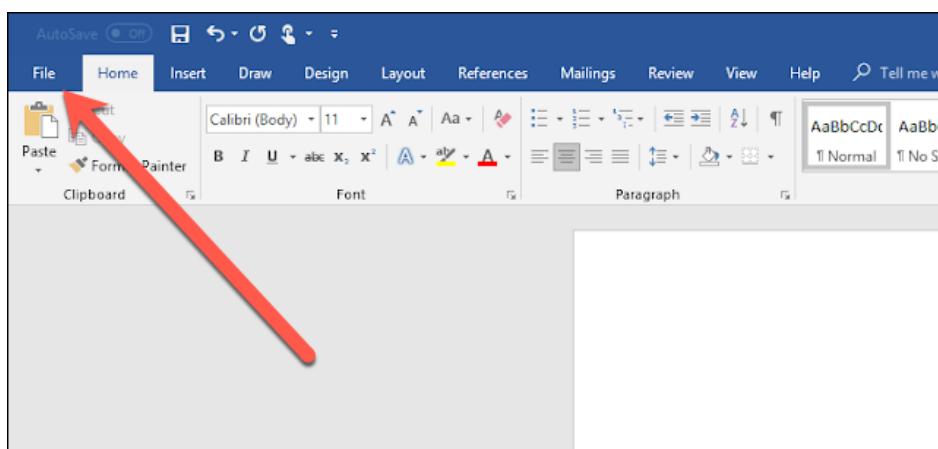
### PRESCRIPTS

- All files must be submitted in ISO PDF format and PDF/XPS (general PDF format) unless otherwise stated. Other variants are not acceptable, these variants include PDF/A, PDF/E (unless stated), PDF/X, PDF/UA, PDF/X, PDF/UT, PAdES, and PDF Health.
- Pricing submission (including any SBDs where bidder's price is quoted) must be password protected and submitted as a separate file.
- All bidders document must be submitted to the email address specified on the NRF bid document and the password for the password protected pricing file must be submitted to a separate email specified in the bid document.
- The NRF email size limit is 4MB, it is the responsibility of the bidder to ensure that their submission is not larger than this limit:
  - Bidder's files may be zipped to ensure that their submission is in line with the email size limit.
- Timeline for submitting password to NRF:
  - The password for pricing folder/file must **not** be submitted before the bid closes.
  - The password may be submitted 1 minute after bid closure and no later than 2 days post bid closure. Failure to submit within 2 days may lead to bid being unable to be evaluated thus rendering them unresponsive.
- The subject of the bidder's email must quote verbatim the bid name as provided in the NRF bid document.

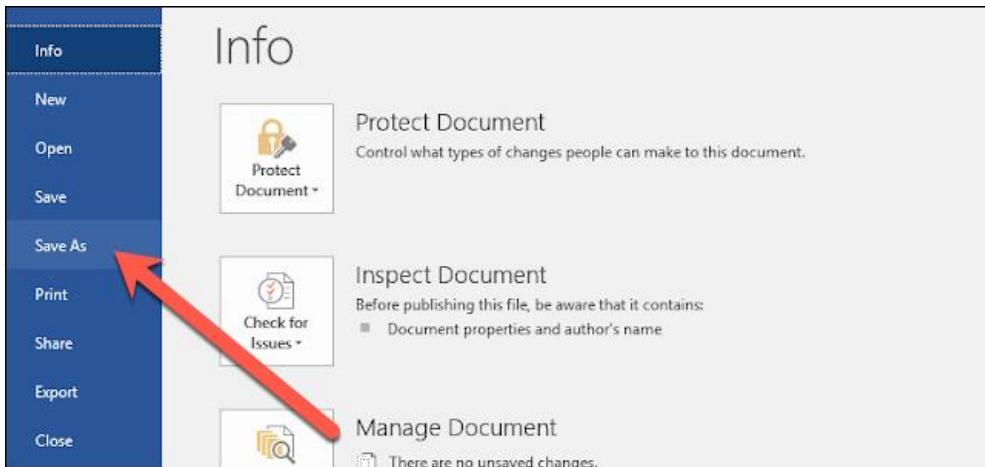
### GUIDELINES

#### Converting to pdf

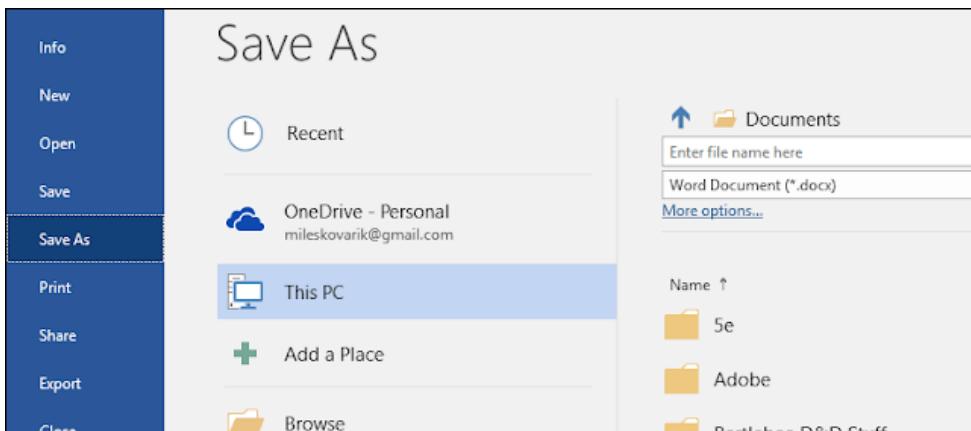
- If you have the desktop version of Microsoft Word, the easiest way to convert your document to PDF is right in Word itself.
  - Open the document you want to convert, and then click the “File” tab.



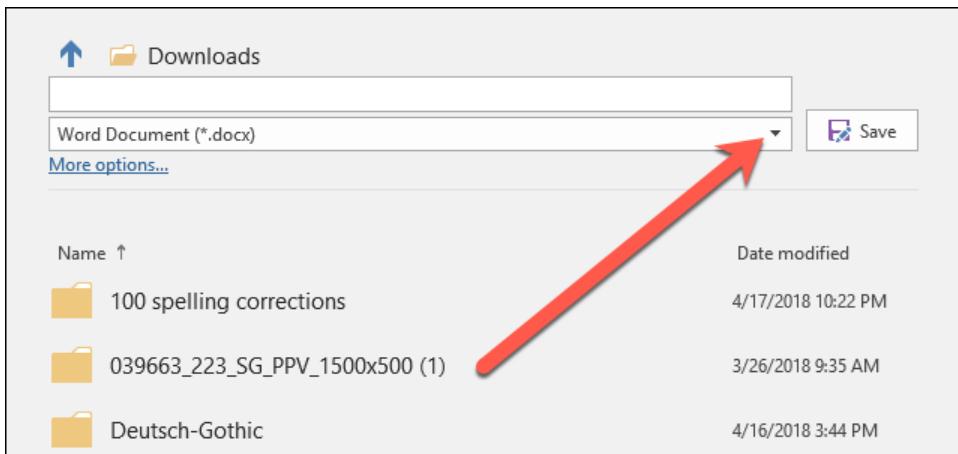
- On the backstage screen, select “Save As” from the list on the left.



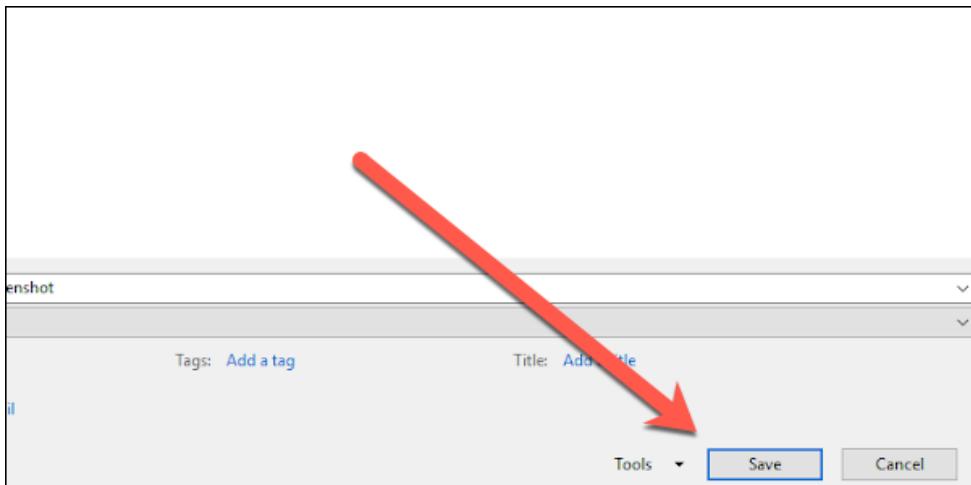
- On the Save As screen, select where you would like the PDF to be saved (OneDrive, This PC, a particular folder, or wherever).



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



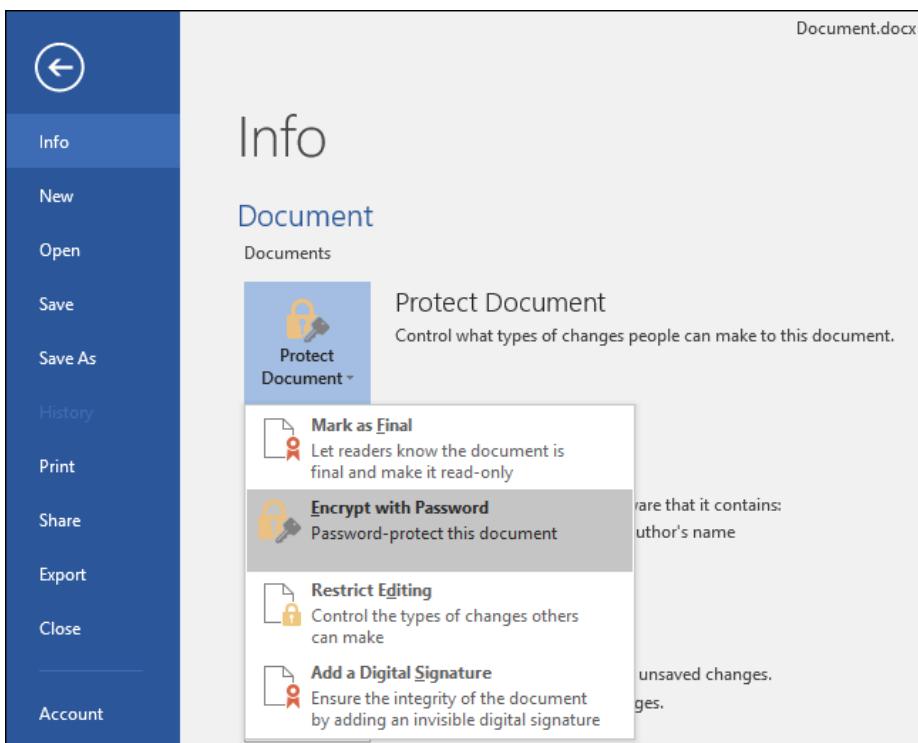
- If you want to, you can change the filename at this time. When you're ready, click the "Save" button.



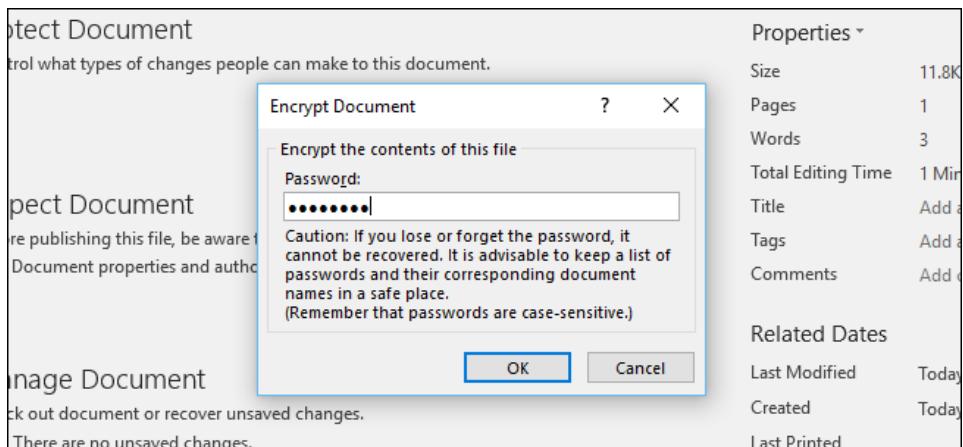
- After saving the PDF, you'll be returned to your Word document, and the new PDF will open automatically in your default PDF viewer.

### Password protecting files

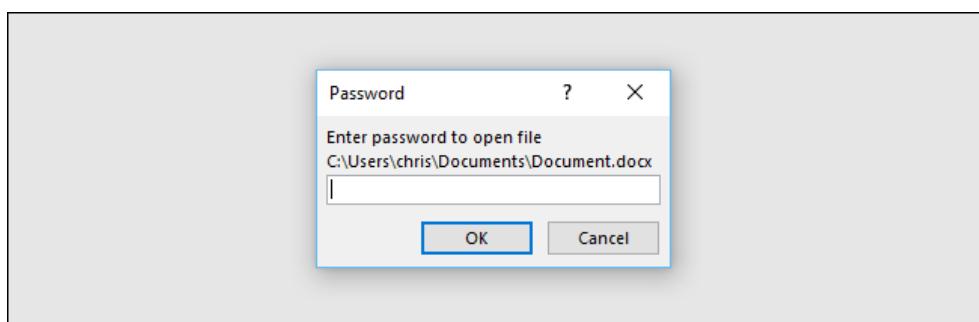
- To password protect an Office document, first open it in Word, Excel, PowerPoint, or Access. Click the "File" menu at the top-left corner of the screen. On the Info pane, click the "Protect Document" button and select "Encrypt with Password."
- The button is only named "Protect Document" in Microsoft Word, but it's named something similar in other apps. Look for "Protect Workbook" in Microsoft Excel and "Protect Presentation" in Microsoft PowerPoint. In Microsoft Access, you'll just see an "Encrypt with Password" button on the Info tab. The steps will otherwise work the same.



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

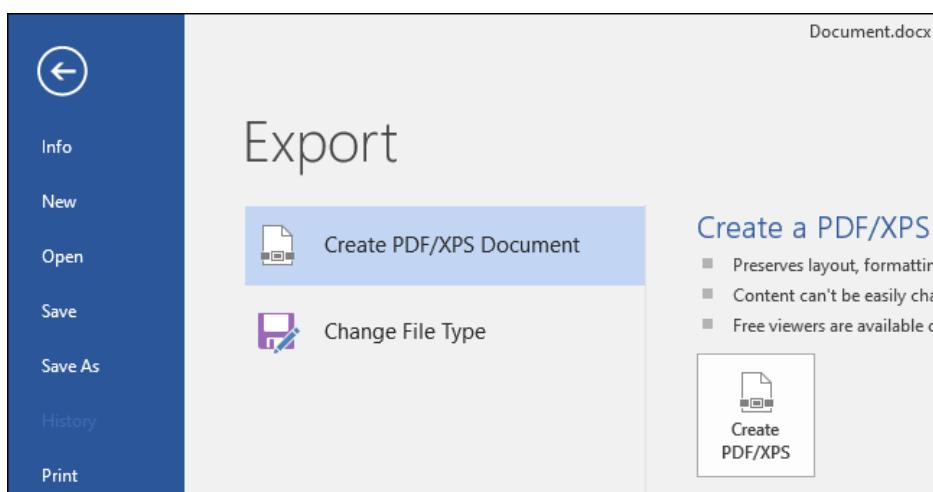


- When a document is encrypted, you'll see the "A password is required to open this document" message on the Info screen.
- The next time you open the document, you'll see an "Enter password to open file" box. If you don't enter the correct password, you won't be able to view the document at all.



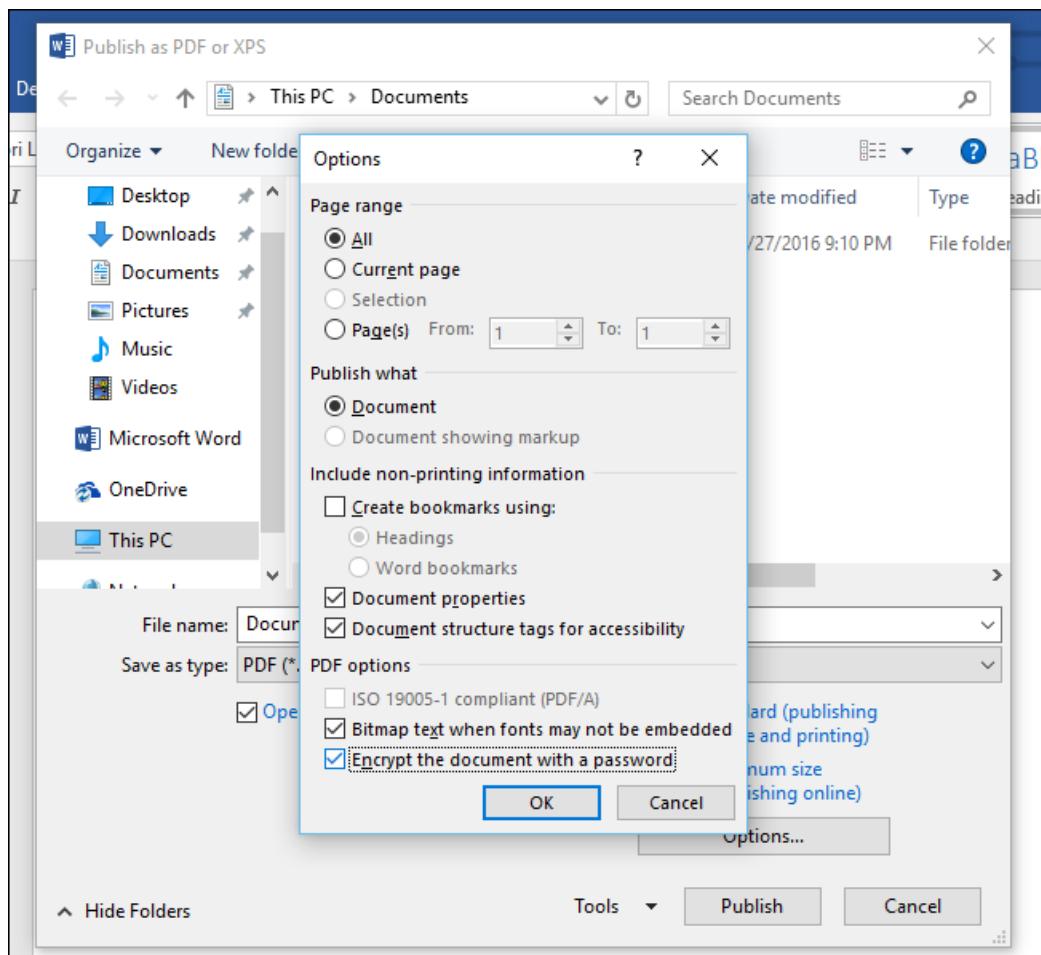
## How to Create a Password Protected PDF File

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

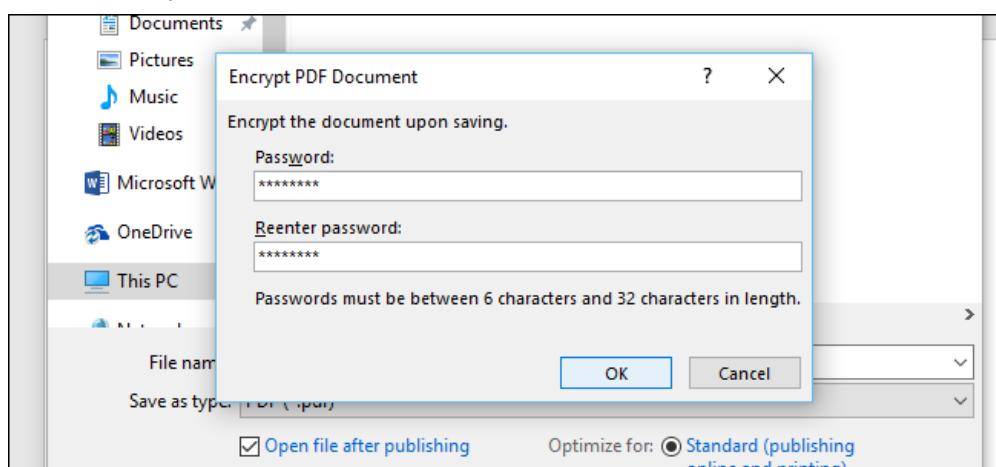


- Click the "Options" button at the bottom of the save dialog window that appears. At the bottom of the options

window, enable the “Encrypt the document with a password” option and click “OK.”

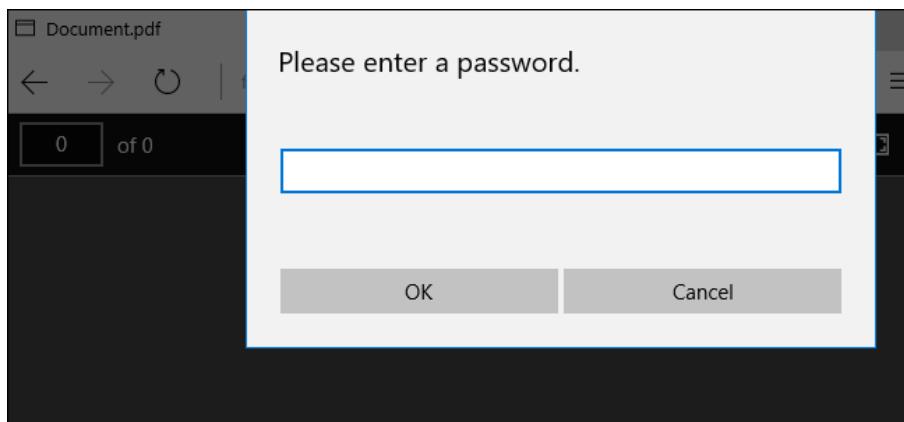


- Enter the password you want to encrypt the PDF file with and then click “OK.”
- When you’re done, enter a name for the PDF file and click the “Publish” button. Office will export the document to a password-protected PDF file.
- **Warning:** You won’t be able to view the PDF file if you forget the password.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



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

other PDF readers.



### **Zipping your files.**

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

### **Keeping passwords safe.**

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

2 passwords must sent to SCM practitioner email: 1 File send password, 2 pricing pdf password.