RFQ Number	**CTS-ToR-RFQ-0002**
Request for Quotation Date	**13 August 2026**
RFQ Closing Date	**28 August 2026**
RFQ Closing Time	**16h30**
Compulsory Site Briefing	**n/a**
Contact Person (for clarification/technical questions)	**Dr Aubrey Nelwamondo (Aubrey.nelwamondo@necsa.co.za) & Josiah Marule (Josiah.Marule@ntp.co.za)**
Quotation Validity	**90 days**
Submission Details	**RFQ Response must be sent to: Itumeleng.Mathibe@ntp.co.za**
RFQ Description	Market research report on microbiological safety testing analysis for water, food & agriculture, beverage, and pharmaceuticals

Dear Service Provider

Kindly provide a quotation for goods and or services as outlined in section 2 of this document.

1. Introduction

The South African Nuclear Energy Corporation Limited (Necsa) is a state-owned public company (SOC), registered in terms of the Companies Act, (Act No. 61 of 1973), registration number 2000/003735/06.

The Necsa Group engages in commercial business mainly through its wholly-owned commercial subsidiaries: NTP Radioisotopes SOC Ltd (NTP), which is responsible for a range of radiation-based products and services for healthcare, life sciences and industry, and Pelchem SOC Ltd (Pelchem), which supplies fluorine and fluorine-based products. Both subsidiaries, together with their subsidiaries, supply local and global markets, earning valuable foreign exchange for South Africa and are among the best in their field in their respective world markets.

Necsa's safety, health, environment and quality policies provides for top management commitment to compliance with regulatory requirements of ISO 14001, OHSAS 18001 and RD 0034 (Quality and Safety Management Requirements for Nuclear Installations), ISO 9001 and ISO 17025.

Necsa promotes the science, technology and engineering expertise of South Africa and improves the public understanding of these through regular communications at various forums and outreach programmes to the community. We are a proudly South African company continuously striving, and succeeding in many respects, to be at the edge of science, technology and engineering related to the safe use of nuclear knowledge to improve our world.

For more information on Necsa, please visit: **www.necsa.co.za**

Refer to the attached Terms of Reference document, CTS-ToR-RFQ-0002 for explicit indications of the scope of work and required deliverables.

2. Scope of Work

Item Description	Quantity
South Africa microbiological safety testing analysis market research analysis report Refer to CTS-ToR-RFQ-0002 for the detailed scope of required deliverables	1

3. Pricing

- All price quoted to include all applicable taxes.
- Price must be fixed and firm
- Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, disbursements etc.
- Quotation must be completed in full, incomplete quote could result in a quote being disqualified.
- Payment will be according to Necsa's General Conditions of Purchase.

4. Evaluation

4.1. Phase 1- Functionality Evaluation / Technical Evaluation

Refer to CTS-ToR-RFQ-0002 for evaluation criteria

4.2 Phase 2 - Evaluation In Terms Of Preferential Procurement Policy Framework Act, 2022

This bid will be evaluated and adjudicated according to the 80/20 point system, in terms of which a maximum of 80 points will be awarded for price and 20 points will be allocated based on the specific goals (B-BBE status level).

	POINTS
PRICE	**80**
SPECIFIC GOALS (B-BBEE status level)	**20**

Total points for Price and SPECIFIC GOALS	100

Preference goal
B-BBEE status level contributor

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. Required Documentation (SA Local Service Providers)

- Tax Clearance Certificate (Tax pin issued by SARS)
- Declaration of interest, SBD 4 (required from all service provider)
- BEE Certificate / Applicable Affidavit if classified as EME
- Letter of Good Standing (COID) only if Applicable due to the nature of work required
- Any other document or certification that might have been requested on this RFQ

6. Important

6.1. Quotation must be submitted on or before the RFQ closing date and time stated above.

6.2. Orders above R 30 000 will be evaluated according to the PPPFA 80/20-point system and a functionality scorecard where applicable and the ones above R 1 Million will be subjected to the tender process.

6.3. This RFQ is subjected to the Necsa's General Conditions of Purchase, Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special conditions of contract.

6.4. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

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

6.6. For a Bidder to obtain clarity on any matter arising from or referred to in this document, please refer queries, in writing, to the contact details provided above. Under no circumstances may any other employee within Necsa be approached for any information. Any such action might result in a disqualification of a response submitted in competition to this RFQ.

6.7. No goods and/or services should be delivered to Necsa without an official Necsa Purchase order.

6.8. Necsa reserves the right to; cancel or reject any quote and not to award the RFQ to the lowest Bidder or award parts of the RFQ to different Bidders, or not to award the RFQ at all.

6.9. The supplier shall under no circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any Necsa employee or its representatives. Such an act shall constitute a material breach of the Agreement and the Necsa shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights

6.10. By responding to this request, it shall be construed that: the bidder, hereby acknowledge to be fully conversant with the details and conditions set out in the Necsa's General Conditions of Purchase, Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), Technical Information and Specifications attached, and hereby agree to supply, render services or perform works in accordance therewith.

REQUEST FOR QUOTATION:

TERMS OF REFERENCE (TOF) FOR PROCURING SOUTH AFRICA MICROBIOLOGICAL SAFETY TESTING ANALYSIS MARKET RESEARCH ANALYSIS REPORT

Table of Contents

1. BACKGROUND AND RATIONALE

The microbiological safety testing analysis for water, food & agriculture, beverage, and pharmaceuticals market sectors face stringent regulatory demands, shifting consumer preferences, and rigorous global export standards. To maintain a competitive edge, microbiological testing laboratories require comprehensive market intelligence and strategic consulting services. It is against this background that the South African Nuclear Energy Corporation (Necsa) is sourcing the services of a qualified market research consultancy to conduct a comprehensive analysis of the microbiology laboratory analysis and consulting sector, required to identify the commercial opportunities for offering microbiological testing services to external customers nationally.

This consultancy will assess the market growth for microbial testing and allied laboratory services across South Africa from a 2025 baseline for ten (10) years projections starting from 2026 through 2035. The market research output will inform Necsa laboratory's strategic planning, services development, go-to-market sectors and top selling services offering for the next 5 years and more.

The service provider must validate and benchmark regional and national sample volume pools and competitive turnaround times across the primary target sectors. The final deliverable must include a bottom-up quantitative demand model that validates whether Necsa's short-term capture target of 3,235 to 6,471 samples per annum is mathematically achievable based on the regulatory testing frequencies of target municipal water utilities and food producers in the Northwest and Gauteng regions.

2. MARKET SCOPING ASSIGNMENT

2.1. Purpose of the market analysis

The objective of procuring the services of a seasoned market research consultancy is to conduct a comprehensive market research study and a feasibility analysis of a microbiology safety testing laboratory and consulting sector services offering across the nine South African provinces (Gauteng, Mpumalanga, Limpopo, Northwest, Western Cape, KZN, Free State, Eastern Cape, and Northern Cape) to support the Necsa business growth proposal. The research will determine applicable markets sizes and identify commercial opportunities.

The goal ultimate is to establish a sustainable national footprint for microbiological safety testing analysis in South Africa, with an initial strategic focus on the water, food & agriculture, pharmaceutical, and beverage market sectors.

2.2 Objectives of market studies

The South African microbiological safety testing analysis market studies must cover the following analytical aspects.

2.2a) Market size and forecasting

Determining market current value, 2025 market size baseline, and a ten-year period compound annual growth rate (CAGR %) from 2026 through 2035. The currency should be in South African rands (ZAR), and reported values should be exclusive of value added tax (VAT).

2.2b) Competitive landscape (market players)

Identify a minimum of thirty (30) South Africa microbiological safety testing key market players (commercial labs, consulting firms, QA providers, etc.) and common services portfolio of offerings across all the provinces and target four (4) market sectors. Determine their pricing strategy, market shares, ISO/IEC accreditation/certification statuses (including water utilities, agri-food processors, pharmaceuticals, and beverages sectors). These players shall be shortlisted based on the following measures: revenue generated per target market, geographical presence, competitive positioning, services/product portfolio analysis, and test application. Methodology and assumptions used to estimate private laboratories' market shares and pricing strategy (e.g., triangulation of public filings, service portfolios, laboratory footprint and tender data) should be clearly documented with illustrative examples where applicable.

2.2c) Analyse technological trends

The consultant should focus their technological trend analysis on the commercial transition from traditional microbiological culturing methods to rapid, high-throughput alternatives—specifically Polymerase Chain Reaction (PCR) and Enzyme-Linked Immunosorbent Assay (ELISA) assays.

The analysis should evaluate competitor adoption rates and customer demand for PCR/ELISA diagnostics specifically for food pathogens (*Salmonella, Listeria*) and SANS 241 water indicators.

Broad, capital-intensive diagnostics such as MALDI-TOF or laboratory automation/AI systems are excluded from the core scoping, except where they represent an immediate threat of substitution by dominant commercial players.

2.2d) Customer needs and pain points

Gather actionable feedback (or pain points) from customers (e.g., processors, retailers, water utilities, food manufacturers, etc.) to test analysis laboratory services providers and consulting firms. For example, turnaround times, test sample pick-ups, testing for specific contaminants like E-coli in irrigation, and need for end-user's technical support in application segments such as clinical, pharmaceutical, food and beverages services. The service provider should provide a complete list of potential determinants (including Salmonella, Listeria, coliforms, yeasts/moulds, and total plate count) sourced from primary and secondary data collection and analysis.

2.2e) Gap analysis and value proposition

The consultant is required to evaluate the market for onsite diagnostic hardware and testing alternatives:

i) Quantify the market penetration and commercial adoption of onsite, handheld, or rapid screening test kits by food manufacturers and beverage bottlers. Establish what percentage of routine testing is retained in-house versus the volume referred to accredited external laboratories.

ii) Conduct primary market scoping to evaluate commercial demand, distribution channels, competitor pricing, and typical margins for the retail sale of biological air quality samplers, rapid diagnostic test kits, and laboratory homogenizers (stomachers) to cleanrooms, hospitals, mines, and food processing facilities.

iii) Ensure that the targeted minimum number of 40 primary interviews with food manufacturers and quality assurance managers explicitly include questions assessing their willingness to purchase these testing products directly from Necsa.

2.2f) Quality and regulatory landscape

Evaluate the impact of the National Water Act and Foodstuffs, Cosmetics and Disinfectants Act on industry demand for microbiological laboratory safety testing analysis. Map the impact of local regulations (e.g., Foodstuffs, Cosmetics and Disinfectants Act), SANAS ISO/IEC 17025 and SANS 241 accreditation for drinking water, and international applicable food microbiological standards (e.g., ISO 17025 and HACCP/GFSI) on testing demands.

2.2g) SWOT analysis and strategic recommendations

Deliver a comprehensive SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis and a recommendation on the optimal market entry or expansion strategy for a new South Africa national project based at the South Africa Nuclear Energy Corporation (Necsa), at Pelindaba.

2.3 Scope of work and methodology

The consultant will undertake the assignment by executing secondary research (literature/data review) and primary research (interviews) with targeted interviews across key stakeholders – including municipalities (water), food & agriculture producers, pharmaceuticals, testing labs and quality & regulatory bodies in four phases and in so doing make every effort to optimize research hours spent on Necsa's short-to-medium-term operational trajectory market segments by bifurcating their market-sizing and competitive profiling efforts as follows:

i) **Primary Target Scoping (80% of Research Effort):** The service provider is required to focus on the commercial Water and Food/Agriculture sectors. Research to prioritize municipal drinking water monitoring (SANS 241:2025), industrial wastewater compliance, and commercial agricultural/abattoir food safety testing (specifically foodborne pathogens like *Salmonella spp.* and *Listeria monocytogenes*).
ii) **Secondary Target Scoping (20% of Research Effort):** The Pharmaceutical and Beverage sectors to be treated strictly as secondary, long-term expansion horizons. Rather than

conducting extensive, resource-heavy national market-sizing for these segments, the consultant's scope is restricted to assessing high-level regulatory barriers to entry and identifying basic SANAS accreditation requirements.

2.3.1 Secondary data collection

Comprising desk research and literature review. Analyzing economic drivers and industrial hubs. Review macro-economic trends. Mapping existing accredited microbiology laboratory locations and their specific service offerings. Analyzing regulatory frameworks governing food safety testing in South Africa.

2.3.2 Primary data collection

The primary data collection is required to comprise of in-depth interviews and follow-up assessments with key stakeholders. The primary research data collection shall comprise a minimum of 40 in-depth interviews with food manufacturers, agricultural producers (dairy, meat, and retail sectors), healthcare, pharmaceutical firms, mines, research institutions, quality assurance managers, regulatory bodies, and laboratory operators, infectious disease specialists, and procurement managers. These sectors shall be equitably distributed with clear indication of the criteria used. The following must be included to form part of the research objectives –

a) pricing strategy,
b) market share,
c) sample pick-up coordination,
d) demand for specific contaminants testing,
e) unmet customer needs,
f) assessment of demand for rapid microbiological testing
g) Identify the historical payment cycles (in days) of local municipalities in Gauteng and the North West Province, specifically assessing working capital risks where municipal payments exceed the standard 30-day window.
h) Document the prevalence and structure of long-term Service Level Agreement (SLA) volume-discount brackets negotiated by dominant competitors, detailing how volume discounts compress average price-per-test margins.
i) Analyze municipal water tender criteria, specifically evaluating how the standard 15% subcontracting cap prevents laboratory providers without comprehensive in-house microbiology capacity from successfully bidding on large-scale water monitoring contracts.

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2.3.3 Data analysis and segmentation

Qualitative and quantitative analysis of data to segment the market by (e.g., South Africa provinces, end-user industry sector, testing application, technology/method, instrumentations, service/customer type, accreditation status, etc.) in line with the set objectives. For instance, synthesize findings into a comprehensive commercial report highlighting high-growth segments, barriers to entry, and actionable strategic recommendations. Profile dominant microbiological safety testing facilities in South Africa and evaluate their testing capacities, market share, and geographic reach (i.e., whether national, provincial, or regional footprint).

2.3.4 Reporting and presentation

Synthesize findings into a comprehensive report outlining opportunities, threats, actionable recommendations and market entry strategies in line with the objectives of the studies.

2.4 Duration and timelines of deliverables

Appointment will be made on a project basis to deliver market analysis report. The assignment is expected to be completed within 35 to 40 days from the date of the service level agreement or issuance of purchase order. This excludes the review and feedback by Necsa which shall not exceed four (4) business days after receiving each applicable deliverable. The study shall culminate in the following deliverables.

2.4.1 Inception report

Detailed work plan methodology, data collection tools, and table of contents (ToC) within a period of 6 – 7 days from date of appointment (issuance of purchase order) or signing contract. Report will be shared, discussed and agreed with Necsa prior to embarking on the next phase.

2.4.2 Interim market data pack

Service provider will share processed data tables, assumptions, source log, and interview summary themes, initial market sizing, and reporting frameworks by 9 – 10 days. To be discussed and agreed with Necsa prior to embarking on the next phase.

2.4.3 Draft comprehensive report

Report will contain a detailed analysis of the market trends, competitive landscape, and strategic recommendations. Service provider is required to submit a formal draft report to Necsa for discussion before proceeding to the finalization step. Duration of 11 – 12 days.

2.4.4 Final Consolidated Report

Delivery of a formatted publication-ready report including strategic recommendations for sector growth and investment target service portfolios, and risk mitigation strategies. This should be completed within 6 – 7 days.

2.4.5 Executive Presentation

A slide deck (PPT) presenting Excel/Data pack of key findings and strategic recommendations for acceptance based on completeness and correctness submitted 3 – 4 days before the PPT online presentation of key findings and recommendations.

2.5 Turnaround time (TAT) analysis and mitigation

Map the end-to-end sample lifecycle from CRM/LIMS logging, analysis, reporting, and final issuance of invoices to identify friction points and to isolate bottlenecks. Audit the laboratory workflows customers to identify the root causes of turnaround time delays impacting client satisfaction. Design and implement a customer-facing communication framework to manage expectations.

2.6 Direct sales strategy

Design and implement a direct sales playbook for the customer sales team, enabling them to sell testing services whilst adhering to quality and regulatory compliance requirements (e.g., ISO/IEC 17025, SANAS accreditation). Building a digital communication platform to keep stakeholders informed.

3. BUDGET AND PAYMENT TERMS

The maximum available budget for this consultancy is less than ZA100k**.** Payment shall be made in installments based on the following milestones.

3.1 Upon submission and approval of the **Inception Report - 20%**.
3.2 Upon submission and written acceptance of the **Draft Comprehensive Report - 40%**.
3.3 Upon final approval of the **Final Report and Executive Presentation - 40%**.

Option exists for upfront payment subject to delivery of a detailed proposal that adequately meets the outlined objectives, demonstrates good understanding as well as undertaking by the service provider and acceptance of such by Necsa SCM and Legal advisers.

4. REPORTING LINE

The consultant will report directly to Dr Aubrey (aubrey.nelwamondo@necsa.co.za).

All deliverables must be submitted to this individual for written acceptance.

5. CONSULTANT REQUIREMENTS (QUALIFICATIONS & EXPERIENCE)

The principal consideration will be timely submission/receipt of the proposal which assumes the layout /structure of the objectives provided for the market research and the requirements of Sections 6 through 8 of this ToF. The ideal consultancy or lead researcher should possess the following credentials.

5.1 Market research sector expertise

Traceable record of conducting industrial market research and strategic planning in laboratory testing analysis sector (with examples in life sciences or a related science field, water quality, pharmaceuticals, food & agriculture, or beverage). Minimum of 5 years of experience in business consulting, or strategy.

5.2 Technical expertise

Demonstrable working knowledge or proven familiarity with operational requirements for laboratory ISO/IEC accreditation (ISO 17025 or 9001) compliance, HACCP requirements, and microbiological testing methodologies.

5.3 Geographic knowledge

Proven record of executing market research projects across South Africa's provincial economic hubs.

5.4 Tertiary qualifications

Qualification in Microbiology or Biotechnology, and a relevant Business credential (as added advantage). Traceable access to qualified microbiologist and regulatory SME, supported by a team with strong market research credentials (portfolio of evidence) will be considered as an acceptable alternative.

6. EVALUATION AND SCORING MATRIX

Award process will consider technical quality and financial value. Proposals shall be scored based on an 80/20-point scale out of a total of 100 points, with the technical proposal weighing 80% and the financial proposal 20%. A minimum technical threshold of 70% (= 56/80 points) must be met before offer can be made on lowest financial terms evaluated. The matrix below is to be used to evaluate the consultants' proposals.

6.1 Scoring scale guide

- **10 - Excellent:** Submitted supporting info, credentials and/or references exceeds requirement and responsive.
- **7 - Good:** Submitted information meets requirements adequately and demonstrates a strong candidacy.
- **4 - Fair:** Submission addresses requirements but lacks required detail in key areas.
- **1 - Poor:** Submission fails to address the criteria or is completely inadequate.
- **0 - Unacceptable:** Missing or irrelevant information.

Table **6.1**: Evaluation and scoring criteria for selection of service provider

Evaluation Criteria	Max Points	Description	% Weight
1. Alignment of Past Performance Methodology with ToR	**40**	Three (3) similar market studies report delivered/cited Cited references/reports demonstrates understanding of South African market growth and opportunities drivers.	40%
		Approach for primary/secondary data collection is sound, and well-structured. Consultant must display explicit, traceable experience conducting market research, feasibility, or commercial strategy projects specifically dealing with: • Public Sector Municipal Water Tenders under SANS 241:2025 specifications and the National Water Act. • Agricultural Abattoir and Food Safety Regulations under domestic HACCP/GFSI standards and the Foodstuffs, Cosmetics and Disinfectants Act.	
2. Consultant Experience, Industry Knowledge and record	**20**	Three contactable references are required to confirm expertise in sourcing information from market, quality and regulatory stakeholders. Relevant past projects in laboratory safety testing analysis involving water, food, or pharmaceuticals.	20%
		Demonstrated considerations of ISO/IEC and local regulatory compliance and safety testing requirements.	
3. Qualifications & Team Project Management Capability	**20**	Tertiary qualifications of key personnel in relevant fields (e.g., Microbiology, Economics, and/or Business).	20%
		Submitted CV with commitments that same credentials personnel are to be assigned Necsa project (unless prior written approval is obtained) with team displaying adequate capacity, clear task allocation, and ability to meet the 40-day timeline.	
4. Financial Proposal Showing Value for Money	**20**	Budget is realistic, thoroughly detailed, and (100%) inclusive of all costs	20%
TOTAL	**100**	Minimum Qualifying Score: 70 / 100	**100%**

7. GENERAL REQUIREMENTS

#	Requirement Description
7.1	Interested service providers are required to prepare a detailed response in accordance with the provided structure and shall include the additional info requested in the Necsa condition of sales as well as in the Appendixes sections of this ToR document.
7.2	Even though a service provider can provide us with a quotation against each of the above scope items, Necsa reserve the right not to award all requested services to one service provider. Potential services providers are as a result encouraged to submit discrete information against each one of the seven (7) deliverables (i.e. Sections 2.2a through 2.2g), respectively.
7.3	The response to the RFQ must indicate breakdown of the project timelines from start to finish (i.e. duration) for each of the services deliverable's entry item.
7.4	Service provider shall satisfy all the Necsa conditions of service (provided)
7.5	Any deviation in the quotation from the above-mentioned ToR shall be clearly justified

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
…
………………………………………………………………………………………
…

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

2.3.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….

3 DECLARATION

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………
..………………………………………………

Signature Date

………………………………
……………………………………………
…

Position Name of bidder

necsa
We're in your world
South African Nuclear Energy
Corporation SOC Limited

THE SOUTH AFRICAN NUCLEAR ENERGY
CORPORATION SOC LTD

TERMS AND CONDITIONS OF CONTRACT

June 2017

CONTENTS

TERMS AND CONDITIONS OF CONTRACT

These TERMS AND CONDITIONS OF CONTRACT are applicable to all bids, contracts and orders issued by the South African Nuclear Energy Corporation to service providers for the supply of goods or works or rendering of services

1. DEFINITIONS AND INTERPRETATION

1.1 Clause headings in this *Agreement* are for convenience and reference purposes only and shall not affect the interpretation of the Agreement.

1.2 Where the context requires words implying the singular only shall also include the plural and vice versa and words signifying one gender shall signify all genders.

1.3 In this *Agreement* the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

1.3.1 **"Agreement"** means these Terms and Conditions of Contract including all attachments and appendices hereto and all documents incorporated by reference therein and, where applicable, special conditions of contract.

1.3.2 **"Bid Documents"** means Bid Specification, Request for Proposal, Request for Quotation documents, or any other document, used by NECSA to solicit the supply of goods or works or services.

1.3.3 **"Fees"** means the contract price(s) as set out in the Pricing Schedule, attached as Annexure "E" in the accompanying SLA, which are payable to the Service Provider under this Agreement for the full and proper performance of the Service Provider's contractual obligations.

1.3.4 **"Order"** means an official written Purchase Order issued for the supply of goods or works or for the rendering of a service. A copy of the Order must be attached in the accompanying SLA as Annexure "C".

1.3.5 **"The South African Nuclear Energy Corporation SOC Ltd"** hereinafter referred to as NECSA

1.3.6 "**NECSA Data**" means information, reports or data and related matter, whether of a confidential or proprietary nature or not, belonging to NECSA or in the possession, or under the control of NECSA provided by NECSA to Service Provider pursuant to the Service Provider providing the Services.

1.3.7 **"Party"** means either NECSA or the Service Provider and **"Parties"** means NECSA and the Service Provider jointly.

1.3.8 **“Project Plan and Schedule of Deliverables”** means a document addressing how and when the Services are to be achieved by showing activities to be performed, the deliverables to be achieved and the milestones/timelines to achieve the deliverables, attached in the accompanying SLA as Annexure “B”.

1.3.9 **“Proposal”** means a document, in the form of a business proposal, quotation or other document, setting out the Service Provider’s proposed course of action or plan, with proposed solutions to address the Service needs of NECSA and the resources required, in response to the Bid Documents, attached hereto as Annexure “A” (or where Proposal is voluminous, sufficiently referenced in Annexure “A”).

1.3.10 **“Service Level Agreement or SLA”** means the special conditions of contract entered into by the Parties to address specific conditions applicable to specific *Services* with the purpose of either amplifying or amending these Terms and Conditions of Contract.

1.3.11 **“Services”** means those functional services ancillary and incidental to the supply of goods, works or rendering of services and other such obligations of the Service Provider covered under this Agreement or any document purporting to engage the professional services of the Service Provider.

1.3.12 **“Service Provider”** means a service provider, consultant or contractor engaged by NECSA to supply goods or works or render services.

1.3.13 **“Service Provider’s Intellectual Property/Technology”** means know-how, techniques, concepts, ideas, methods, methodologies, procedures, models, processes, templates; generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines and logic, coherence and methods of operation systems, created or acquired by the Service Provider or where the Service Provider otherwise obtained rights in.

1.4 All terms referred to or defined in the Service Level Agreement shall have the meanings assigned to them therein.

1.5 Any reference to days, months or years shall be a reference to calendar days, months or years as the case may be.

2. APPLICATION

2.1. These Terms and Conditions of Contract are applicable to all bids, contracts and orders issued by NECSA to service providers for the supply of goods or works or rendering of services.

2.2. Where applicable, Service Level Agreements may be provided to address specific Services. Such SLA shall, by reference therein, incorporate these Terms and Conditions of Contract.

2.3. Where there is a conflict between the provisions of such Service Level Agreement and the provisions of these Terms and Conditions of Contract, the Service Level Agreement shall, to the extent of the conflicting provisions, supersede these Terms and Conditions of Contract.

3. AGENCY

This *Agreement* does not constitute either of the *Parties* as the agent of the other for any purposes whatsoever and neither party will be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

4. ASSIGNMENT

Neither *Party* may assign, transfer, subcontract or otherwise part with this *Agreement* or any part thereof or any right or obligation there under, without obtaining the other *Party's* prior written consent thereto.

5. SUBCONTRACTING

In the event of subcontracting any of the work the *Service Provider* shall give preference to Black Empowerment Companies as subcontractors. The *Service Provider* shall notify NECSA in writing of all subcontracts awarded under the *Agreement* if not already specified in the *Bid Documents*. Such notification, in the *Bid Documents* or later, shall not relieve the *Service Provider* from any liability of obligation under the *Agreement*.

6. INDEMNITY AND LIMITATION OF LIABILITY

6.1. The *Service Provider* hereby indemnifies NECSA and undertakes to hold NECSA harmless against all loss or damage, from any cause arising, which the *Service Provider* and/or its employees may sustain as a result of the performance of the *Services* under this *Agreement*.

6.2. The *Service Provider* indemnifies NECSA against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, works or rendered services or any part thereof by NECSA.

6.3. The *Service Provider* further indemnifies NECSA against any loss, damage, expenses, legal costs, including attorneys and own client costs, which NECSA may incur as a result of the *Service Provider's* breach of any of the warranties and representations as may have been provided.

6.4. Except in cases of criminal, negligence or wilful misconduct, neither *Party* shall be liable to the other, whether in contract, tort or otherwise, for any indirect or consequential loss or damage in any way arising out of or in connection with this *Agreement*.

7. INSURANCE

7.1. 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 Service Level Agreement.

7.2. Each *Party* hereby accepts its own legal liabilities resulting from its culpable actions and shall ensure that it has sufficient insurance cover to cover its liabilities so arising.

8. FEES AND PAYMENT TERMS

8.1. Subject to the provisions of clause 11 (Penalties), where applicable, NECSA shall pay the *Service Provider Fees* as set out in the Pricing Schedule in the manner specified in the SLA as an Annexure "E" for full and complete performance of the *Services*.

8.2. NECSA shall pay the *Fees* only after the *Services* have been fully performed and completed and the reports/deliverables as per Annexure "B" concerning the performance and completion of such *Services* have been accepted in accordance with the provisions of clause 9 (Reports/Deliverables).

8.3. The *Service Provider* shall submit a monthly statement no later than the last day of the month, along with an original invoice and associated documents, in a format acceptable to NECSA, for the *Fees* due after completion and acceptance of the deliverables.

8.4. If the documents mentioned in 8.3 are correct, payments shall be effected within thirty (30) days after date of statement. All payments will be made by NECSA only through electronic bank transfer into a banking account nominated by the *Service Provider*.

8.5. Where travel, accommodation and disbursement expenses are not included in the *Fees* and NECSA has agreed to reimburse the *Service Provider* for reasonable expenses incurred, the *Service Provider* shall, in accordance with, and subject to, the provisions of 8.3 submit an invoice for payment of such expenses.

8.6. Where deemed necessary, Necsa shall be entitles to a Retention Fee of 10% of the contract value. Such fees will be paid to the Service Provider within three (3) months of receipt of all Goods and/or Services and the issue of a certificate of acceptance.

8.7. Should the Service Provider render services and be entitled to labour costs for installation or erection on a recovery basis, a monthly statement shall be provided to Necsa no later than the last day of the month and Necsa will, if the statement is correct, effect payment within thirty (30) days. Should the monthly statement be in error, Necsa will be entitled to make the adjustment at the next payment or on payment of the retention fees.

9. REPORTS/DELIVERABLES

9.1. Where the carrying out of the *Services* requires reports to be submitted as deliverables, interim and final reports in connection therewith must be furnished to NECSA at its *domicilium*, within the stages set out by the *Parties* and attached as a Schedule in the Service Level Agreement.

9.2. Acceptance of Reports/Deliverables:

9.2.1. NECSA shall have a period of **seven (7) days** (the **"Evaluation Period"**) after furnishing of the Reports/Deliverables, or any part thereof provided in stages in accordance with the agreed to Schedule, to verify that such Reports/Deliverables, or part thereof, conform in all material respects with *NECSA* requirements.

9.2.2. Should there be a non-conformity with NECSA requirements, NECSA must notify the *Service Provider*, in writing, prior to the expiration of the relevant Evaluation Period that such Reports/Deliverables, or part thereof, fail in any material respect to conform with such specifications (a **"Nonconformity"**), the *Service Provider* shall, at its expense, promptly correct such

Nonconformity, whereupon NECSA shall receive an additional **seven (7) day period** ("the **Verification Period**") commencing upon *NECSA's* receipt of the corrected Reports/Deliverables, or part thereof, to verify that the previously reported Nonconformity has been corrected.

9.2.3. NECSA shall provide the *Service Provider* with such assistance as the *Service Provider* may reasonably require to enable the *Service Provider* to verify the existence of, and correct, a reported Nonconformity.

9.2.4. Should NECSA not inform the *Service Provider* of its acceptance of the Report/Deliverables, NECSA agrees that the Reports/Deliverables, or any part thereof, which has been provided to NECSA shall be deemed accepted by NECSA upon the expiration of the Evaluation Period or, in the event that NECSA has notified the *Service Provider* of a Nonconformity as provided above, upon expiration of the relevant Verification Period.

9.2.5. Upon full and final payment to the *Service Provider* of amounts due to the *Service Provider* for fully performed and completed *Services* and accepted Reports/Deliverables, all Reports/Deliverables shall, subject to the provisions of clause 17 (Ownership and Intellectual Property), become the property of NECSA .

10. CONTRACT AMENDMENTS

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

11. PENALTIES

If the *Service Provider* fails to deliver any or all of the deliverable(s) or to perform the *Services* within the period(s) specified in this *Agreement*, NECSA shall, without prejudice to its other remedies under this *Agreement*, deduct from the *Fees*, as a penalty, a sum calculated in accordance with a formula specified in the Penalty Formula attached hereto as Annexure "D" of the Service Level Agreement, for each day of the delay until actual delivery or performance. NECSA may also consider termination of the contract pursuant to clause 19 (Breach of Agreement).

12. IMPOSSIBILITY OF PERFORMANCE

12.1. In the event of a failure or delay in performance by either *Party* arising from a cause beyond its reasonable control or unforeseeable with reasonable foresight at the time of execution of this *Agreement*, such failure or delay shall not be deemed to be a breach of the *Agreement*.

12.2. If either *P*arty is affected by such failure or delay, it shall give to the other *Party* notice in writing thereof within five (5) days after its existence has manifested. A *Party* shall be entitled to rely on the provisions of clause 12.1 above only if it has given such notice.

12.3. Should either *Party*, after having given the notice in clause 12.2, be unable to rectify its impossibility of performance within fourteen (14) days of the occurrence thereof, the other *Party* may cancel this *Agreement* without any further notice.

13. PROJECT PLAN AND VARIATION

13.1. The *Services* shall be completed in accordance with the stages/phases set out in the Project Plan and Schedule of Deliverables attached hereto in the SLA as Annexure “B”.

13.2. If, however, there arises a need to vary and/or add the *Services* and the Project Plan and Schedule of Deliverables as a result of matters, circumstances and/or necessary additional procedures that were not reasonably foreseen at the onset or if there are delays in obtaining the required documentation and there arises a need to vary and/or extend the delivery time frames, either *Party* will notify the other in writing, as soon as they become aware of this fact and the *Parties* shall agree on the variation of the Project Plan and Schedule of Deliverables and, where applicable, *Fees*.

14. DELAYS IN THE *SERVICE PROVIDER’S* PERFORMANCE

Notwithstanding the provisions of clauses 12 (Impossibility of Performance), 13 (Variation of Project Plan) and 19 (Breach of Agreement), in the event of a delay in the *Service Provider*’s performance beyond the essential delivery time period, NECSA shall, without cancelling the *Agreement*, be entitled to obtain the services of another service provider at the *Service Provider*’*s* expense or to cancel the *Agreement* and procure the services of another service provider as may be required to complete the *Agreement* and without prejudice to *NECSA ’s* other rights.

15. FORCE MAJEURE

Neither *Party* shall be liable, whether direct or consequential, to fulfil its obligations in terms of this *Agreement* if such failure is caused by any circumstance or event beyond the reasonable control of such *Party* which shall without limitation include any act of God, riot, strike action, civil commotion, war, civil war, public disorder, any form of labour disturbances, acts of terrorism, insurrection, rebellion or revolution and/or any other event or activity beyond their reasonable control.

16. CONFIDENTIALITY

16.1. It is envisaged that pursuant to this *Agreement* information, reports or data and related matter, whether of a confidential or proprietary nature or not, belonging to either *Party* may be disclosed or otherwise become available to the other *Party*. Each *Party* agrees to:

16.1.1. Accept such information, reports or data and related matter in confidence and not to copy, disclose, reproduce or make such information, reports or data and related matter available to any third party, unless authorised thereto in writing by the other *Party*, and

16.1.2. Use such information, reports or data and related matter solely in connection with the performance of its obligations in terms of this *Agreement*, and

16.1.3. Restrict the use of such information, reports or data and related matter exclusively to the purpose directed by the other *Party*.

16.1.4. The *Service Provider* undertakes, upon signing hereof, to ensure that all its Employees or agents (as the case may be) who may be privy to any information, reports, data and related matter, process or any other information whatsoever emanating from this process, are well informed and aware of the contents and legal implications of Section 51 of Nuclear Energy Act, 1999 (Act No. 47 of 1999) and have signed confidentiality agreements to hold *NECSA* information in confidence.

16.2. Use of contract documents and information; inspection:

16.2.1. The Service Provider shall not, without NECSA'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 NECSA in connection therewith, to any person other than a person employed by the Service Provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

16.2.2. The Service Provider shall not, without NECSA's prior written consent, make use of any document or information mentioned in the Service Level Agreement except for purposes of performing the contract.

16.2.3. Any document, other than the contract itself shall remain the property of NECSA and shall be returned (all copies) to NECSA on completion of the Service Provider's performance under the contract if so required by NECSA.

16.2.4. NECSA shall permit the Service Provider to inspect NECSA's records relating to the performance of the Service Provider and to have them audited by auditors appointed by NECSA at its own cost, if so required by NECSA.

17. OWNERSHIP AND INTELLECTUAL PROPERTY

17.1. All *NECSA Data* and *Service Provider's Intellectual Property/Technology* and any other intellectual property rights, including but not limited to copyright, in and to the original material supplied by one *Party* to the other *Party* shall vest in the *Party* supplying the material.

17.2. Ownership in all *NECSA Data* belonging to *NECSA,* whether under its control or not, shall continue, to vest in NECSA, and the *Service Provider* shall not obtain any proprietary rights in such data. Any improvements to NECSA *Data* resulting from this *Agreement* shall remain the property of NECSA.

17.3. Where the *Service Provider* utilizes any of its property including the *Service Provider's Intellectual Property/Technology* in connection with the *Services* provided in terms of this *Agreement*, such property shall remain the property of the *Service Provider* and any improvements to the *Service Provider's Intellectual Property/Technology* resulting from this *Agreement* will remain the property of *Service Provider*.

17.4. The *Service Provider* warrants that no aspect of the *Service Provider's Intellectual Property/Technology* utilised by NECSA in terms of this *Agreement* will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("**third party proprietary rights**"), and the *Service Provider* shall, at its cost, defend NECSA against any claim that the use of the Deliverables infringe any such third party proprietary rights: Provided that NECSA gives prompt notice to the *Service Provider* of such claim, the *Service Provider* controls the defence thereof and *NECSA* does not jeopardise the claim in any way.

17.5. To the extent that there are any components of the *Service Provider's Intellectual Property/Technology* included in the Deliverables, the *Service Provider* grants to NECSA , a royalty-free, perpetual, non-exclusive, non-transferable licence to use such *Service Provider's Intellectual Property/Technology* solely in connection with such Deliverables.

17.6. In the event of *NECSA* requesting the use of any *Service Provider's Intellectual Property/Technology* outside the scope of this *Agreement*, this would be subject to the *Parties* agreeing to a written licence agreement for such use.

18. SETTLEMENT OF DISPUTES

18.1. If any dispute or difference of any kind whatsoever arises between the *Parties* in connection with or arising out of the *Agreement*, the *Parties* shall make every effort to resolve amicably such dispute or difference by mutual consultation. Either *Party* shall in writing notify the other of the dispute, providing the details of the dispute.

18.2. The dispute shall first be referred to the respective project managers of each *Party*, who must use their best endeavours to resolve the dispute within **seven (7) days** of the dispute having been referred to them, or such other time frame agreed between the *Parties*.

18.3. Should the project managers of the *Parties* be unable to resolve the dispute in accordance with the foregoing, the dispute shall be escalated to the respective executive managers/managing directors (or equivalent officers) of the *Parties*, who must use their best endeavours to resolve the dispute within **ten (10) days** of the dispute having been referred to them, or such other time frame agreed between the *Parties*.

18.4. Should it not be possible to settle a dispute by means of mutual consultation, then the *Parties* may exercise their rights afforded to them by law.

19. BREACH OF AGREEMENT

In the event of anyone of the *Parties* ("the Defaulting Party") committing a breach of any of the terms of this *Agreement* and failing to remedy such breach within a period of **seven (7) days** after receipt of a written notice from the other *Party* ("the Aggrieved Party") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to –

19.1. claim specific performance of the terms and of this *Agreement*; or

19.2. terminate this *Agreement* forthwith and without further notice, to claim and recover damages from the Defaulting Party.

20. TERMINATION FOR INSOLVENCY

Should either *Party* become bankrupt or otherwise insolvent, or commit an act of insolvency or in the event of any of the following circumstances:

20.1. Either *Party* being placed under judicial management whether provisionally or finally;

20.2. A judgment of any competent court being given against either *Party* which judgement is not satisfied within a period of fourteen (14) days from date of knowledge thereof by either *Party*, or no application to be made to a competent court to rescind such judgement within a period prescribed by the rules of the court:

either *Party* shall have the right without prejudice to any other rights or claims which it may have, to cancel and terminate this *Agreement* without notice.

21. NOTICES

The *Parties* choose the addresses set out in *SLA* as their *domicilium citandi et executandi* for all purposes under this *Agreement*, whether in respect of the service or delivery of court process, notices or other documents or all other communications. The *Parties* also choose the persons named in the *SLA* as their project managers and contact persons for the purpose of this *Agreement.* Any notice to be given or to be made for any purpose under this *Agreement* shall be in writing and shall:

21.1. If delivered to the addressee's physical address, be deemed to have been received when so delivered; or

21.2. If sent by registered post to the addressee's postal address, be deemed to have been received seven (7) days after it has been posted; or

21.3. If sent by facsimile, be deemed to have been received on the day on which it was sent; or

21.4. If sent by email, be deemed to have been received on transmission on the day on which a document was emailed.

21.5. Any of the *Parties* shall be entitled to change its respective *domicilium* and any other address, as the case may be, on **fourteen (14) days' notice** to the other, provided such address is within the Republic of South Africa.

22. NON-SOLICITATION OF PERSONNEL

22.1. The *Parties* agree not to make any offer of employment or to employ any member of either *Party's* personnel working on the basis of this *Agreement*, either during the period of this *Agreement* or for a period of six (6) months after completion of the *Services* in terms of this *Agreement*. The *Parties* also agree not to use either *Party's* personnel as consultants, either independently or via a third party for the same period.

22.2. A breach of this condition will render the breaching *Party* liable to pay damages in an amount equal to six (6) month's salary of the relevant member of personnel, provided that such damages shall be calculated in respect of the six (6) month period prior to such member of personnel leaving the employ of non-breaching *Party*. The *Parties* agree that the aforementioned damages are fair, based on the damage the non-breaching *Party* is likely to suffer, and considering the difficulty in calculating the actual damages.

23. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any *Party* to the other *Party* in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any *Party* arising from this *Agreement*, and no single or partial exercise of any right by any *Party* under this *Agreement*, shall in any circumstances be construed to be an implied consent or election by such *Party* or operate as a waiver or a novation of or otherwise affect any of the *Parties*' rights in terms of or arising from this *Agreement* or stop or preclude any such *Party* from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

24. VALIDITY AND SEVERABILITY

24.1. If any provision of this *Agreement* is found or held to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms.

24.2. The validity of all the other remaining provisions will not be affected and will continue to be valid and enforceable. If any invalid term is capable of amendment to render it valid, the *Parties* agree to negotiate an amendment to remove the invalidity.

25. VARIATION

No variation of or addition to this *Agreement* will be of any force or effect unless reduced to writing and signed by the *Parties* or their duly authorised representatives.

26. WARRANTIES

26.1. The Service Provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Service Provider 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 NECSA's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

26.2. 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 SLA.

26.3. NECSA shall promptly notify the Service Provider in writing of any claims arising under this warranty.

26.4. Upon receipt of such notice, the Service Provider shall, within the period specified in SLA and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to NECSA.

26.5. If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SLA, NECSA may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which NECSA may have against the Service Provider under the contract.

27. APPLICABLE LAW

This *Agreement* shall in all respects be governed by and construed in accordance with the Laws of the Republic of South Africa and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

28. GOVERNING LANGUAGE

The contract, all correspondence and other document pertaining to the *Agreement* that is exchanged by the *Parties* shall be written in English.

29. TAXES AND DUTIES

29.1. A foreign Service Provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside NECSA's country.

29.2. A local Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to NECSA.

29.3. 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.

SIGNED AT ____________________ ON THIS _______ DAY OF _______________ 20______.

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FOR AND ON BEHALF OF THE SERVICE PROVIDER